



September 14, 2015

Mo Hansen
City Administrator
City of Waterloo
136 N. Monroe St.
Waterloo, WI 53594

Re: Agreement to Provide Professional Consulting Services
City of Waterloo Strategic Economic Development Plan

Dear Mr. Hansen:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Economic Development Consulting Services to the City of Waterloo (Client).

I. PROJECT UNDERSTANDING

The Client would like a plan to guide the community's economic development efforts over the next five years. The Client would like a planning process that can engage community residents around initiatives that support the chosen economic development strategies. The Client would like the plan completed within nine months.

II. SCOPE OF SERVICES

A. General

Consultant shall facilitate a process that will result in a strategic economic development plan within nine months of authorization to proceed. The process will include completion of an economic and market analysis, an assessment of the Client's use of Tax Incremental Financing and other economic incentive programs, identification of economic drivers, an assessment of key community assets and opportunities, solicitation of community input through a series of targeted outreach initiatives, economic strategy recommendations, and an implementation plan for the City's economic development efforts.

Consultant's planning process is comprised of four components: Engagement, Assessment, Strategy and Implementation (EASI).

B. Specific Services Provided by Consultant

1. Engagement

- a. Kickoff Meeting** – meeting with City staff, officials and key stakeholders to agree upon steering committee composition, objectives, activities, data sources, timeline, responsibilities and deliverable.
- b. Community Survey** – administer and collate an electronic survey to gather information that will be used to guide the planning process and inform the planning recommendations.
- c. Public Workshop** – facilitate a public workshop to communicate findings from the assessment and solicit ideas and guidance regarding appropriate strategies and capacity for implementation. Meet with Steering Committee prior to and following the Workshop.
- d. Stakeholder Focus Group** – Consultant will spend one-day in Waterloo to conduct focus groups and interviews with up to twenty (20) individual stakeholders identified by City and Consultant. The purpose of the focus groups is to review and receive feedback on preliminary strategies and implementation tactics. Consultant will meet with the Steering Committee while in Waterloo.
- e. Strategy Review** – Consultant will meet with the Steering Committee to review preliminary strategies and implementation tactics. Special outreach will be made to key stakeholders and focus group participants to obtain additional feedback.
- f. Public Open House** – Consultant will facilitate a public meeting for the purpose of reviewing the draft Strategic Economic Development Plan. Consultant will meet with the Steering Committee prior to and following the open house.
- g. Final Presentation** – Consultant will present the final Strategic Economic Development Plan to the Common Council.

2. Assessment

- a. Review of Existing Reports and Previous Initiatives**
In addition to reacquainting ourselves with the City's comprehensive plan, we will review other existing documents and information relevant to zoning, codes, procedures, development plans, and incentives that may impact economic development and growth.
- b. Community Profile**
A demographic profile, created by JCEDC, of Client's primary trade area will be used to understand the composition of residents and businesses and how that might impact economic development initiatives.
- c. Trade Area Delineation, Retail Supply and Demand Analysis Update**
Trade areas will align with previous market study information to identify

changes in the local market conditions. Insights from the retail market “leakage” analysis provided by JCEDC will be utilized for this task. Any retail products or service sectors which have a demonstrated supply gap in the community will be identified, with recommendations for business recruitment initiatives.

d. Business Mix Analysis

A business mix analysis will be conducted to identify key employment clusters and resident occupations in Waterloo. Industry trends related to employment growth, local skills base and expansion/contraction will be identified for each industry cluster present. A competitive analysis will identify clusters for which the Client has a demonstrated competitive advantage.

e. Tax Increment Financing District Assessment

Consultant will complete an assessment of the health of Waterloo's four TIDs. The review will focus on planned TID projects and budgets and whether TIF is being used to its fullest advantage for economic development. We will summarize:

- Type of TID (industrial, blight elimination, mixed-use, conservation).
- Final year to make expenditures.
- TID closing year.
- Projects included in TID plans by expenditure category (infrastructure, development assistance, etc.).
- Amounts budgeted for planned TID projects and expenditure categories.
- Opportunities to use TIF to advance current economic development goals.
- Recent changes to TIF law and whether the City is taking advantage of those changes.

f. Summary of Waterloo's Opportunities and Challenges

Information from the market analysis and initial public meeting will be summarized into specific areas of opportunity or challenge for the community. Future recommendations developed during Phase 3 will be structured to build on areas of opportunity or address areas of challenge, with an emphasis on those areas which have the greatest impact on the commercial, retail and development markets.

3. Strategy

a. Economic Development Strategies

An economic development strategic plan will be created for the City of Waterloo and provided as a deliverable. The plan will include an evaluation of the processes, procedures and targeted objectives currently utilized by the City and its economic development partners.

The strategic plan will focus on the 2nd TIF district, the business park and downtown Waterloo. Vierbicher will recommend innovative strategies to enhance community engagement and grow and diversify the local economy. We will develop a set of specific strategies to implement new or strengthen existing programs, including support for business startups and retention and recruitment of companies City-wide. The plan will also address indirect barriers to economic growth.

b. Future Redevelopment Opportunities

Preliminary redevelopment area boundaries will be identified that show targeted geographic districts, within the City's land use plan, for future improvements and investment. Based on input from City staff, the JCEDC, business owners and real estate stakeholders, specific redevelopment sites will be identified as key improvement opportunities. An inventory of both public and private sites within these boundaries will be developed in tabular and map formats.

c. Incentive Programs

Drawing on our extensive experience creating economic development strategic plans, we will research and recommend specific incentive programs that Waterloo can then use to spur economic growth.

4. Implementation

Consultant will develop recommendations and an implementation plan that will allow the Client to capitalize on opportunities identified in the Assessment and Strategy phases. Recommendations may include infrastructure, program development or marketing-related activities which will help generated desired economic activity. Deliverables included in this phase are:

a. Comprehensive Recommendations

Using all of the information gathered up to this point, the project team develops specific recommendations to achieve the main objectives identified previously. These recommendations focus on:

- Specific short-term catalytic projects
- Long-term redevelopment goals
- Recommendations for infrastructure, incentives and/or regulations which may be necessary to foster revitalization (e.g., TIF assistance and zoning changes.)
- Parameters for future growth policy for industry and workforce
- Target performance measurements, benchmarks and milestones for strategic initiatives resulting from the planning process

b. Implementation Matrix

A set of economic development initiatives, which capitalize on identified opportunities, will be described in an implementation matrix. The matrix will identify responsible parties, timing and available financing sources for each action item. The implementation matrix will also take into consideration existing efforts and resources available through local

economic development partner organizations.

A range of recommendations will be identified to provide for continued momentum, including near-term visible demonstrations of progress to catalyze public interest, organizational and programmatic recommendations to engage a wide variety of stakeholders in improving specific aspects of the TIF districts, and long-term physical and capacity-building activities which will provide a foundation for larger-scale future initiatives.

5. Strategic Outreach

As part of the implementation plan, we will conduct targeted outreach with individuals and groups who will be essential for implementing elements of the plan. Targeted outreach may include brokers, developers, civic organizations and regional and state partners who can provide support or investment in the downtown. This outreach will confirm market findings, identify additional opportunities in the marketplace and build support and momentum for implementation activities to jump start plan activity.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work:

- a. Physical assessment of infrastructure or other features not visible on site or included in information provided by Client.
- b. Attendance at on-site meetings outside of the proposed schedule.

IV. CLIENT RESPONSIBILITIES

This proposal assumes that Client will participate in planning activities to maximize project efficiency. Specific items for which Client will be responsible include:

- Timely provision of existing planning documents, background data and other existing reports.
- Listing of businesses within the community with contact information.
- Promotion of the community survey.
- Scheduling of Consultant meetings with businesses and property owners for Stakeholder Interview tasks.
- Compilation of ownership, acreage and assessment information for key redevelopment sites.
- Securing meeting space and marketing for public events.
- Providing timely response and feedback to draft documents submitted by Consultant.

V. SCHEDULE

The scope of services will take place over a 9-month period, to be completed by May 30, 2016.

VI. SCHEDULE OF DELIVERABLES

Deliverables associated with the provided scope of services include:

1. **Informational brochure**—that describes the economic development strategic planning process. This will be created at the beginning of the project and distributed to the public as needed.
2. **Final document**—a detailed report that contains all of the economic development strategies that are developed during the project. This report will be presented to stakeholders as appropriate. Three (3) bound hard copies of this document will be provided to the city. A final digital PDF version of the plan and all components will also be provided, together with an editable Microsoft Word version of the document. All associated concept plans, graphs, tables and maps will also be provided in their original formats.
3. **Executive summary**—of the economic development strategies. This will be formatted for consumption by all stakeholders.
4. **Economic Development Strategic Action Plan**—a detailed Implementation Matrix will be produced that clearly defines prioritized initiatives. For each recommended economic development strategy an implementation steps and timeline, responsible party, funding opportunities, potential partners, and target metrics. The Implementation Matrix will also serve as a standalone document for use by various entities involved in implementation.

The proposed scope includes the following six on-site visits:

1. **Kick-off meeting**—Meeting between the Vierbicher project team and the Steering Committee/City staff to establish the work plan and assign responsibilities for the duration of the project (2 hours)
2. **Public workshop**—Community stakeholders will have an opportunity to hear a summary of the assessment phase and to provide input for the vision and strategy phase of the project (4 hours)
3. **Focus group meetings**—The Vierbicher team will conduct 6 focus group sessions with invited community stakeholders to further develop the strategic vision and opportunities of the City (1 day)
4. **Strategy review**—Meeting between Vierbicher project team and City Steering Committee/City staff (and others as appropriate) to review strategies that have been developed and provide guidance for finalizing the recommendations (2 hours + 2 hours for outreach meetings)
5. **Final review**—Meeting between Vierbicher project team and City Steering Committee/City staff (and others as appropriate) to provide final input prior to the final presentation to the Council (2 hours + 2 hours for outreach meetings)
6. **Final presentation**—to the City Council and attendees at a public meeting (2 hours)

Additional time will be set aside at the review meetings (meetings 4 and 5) to allow for scheduled meetings with key businesses, property owners or prospects as part of the outreach efforts of the project.

On-site visits may include participation in meetings, including internal staff economic development meetings and other committee or Council meetings, as needed, to discuss project progress, analyze findings, or to serve in an advisory capacity regarding specific agenda items.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Gary Becker, Project Manager. He, along with other personnel, will provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Gary.

The Client designates Mo Hansen as its representative. Consultant will direct all communications that have a substantive impact on the project to Mo, whose responses shall be binding on the Client.

VIII. FEES

- A. The fixed fee to complete this scope of work is \$25,000.
- B. This fee assumes that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- C. Reimbursable expenses are included in the above stated fees.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 7/1/14 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to Gary Becker at our Madison office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,



Gary Becker
Project Manager

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Consultant

By: _____
Robert Thompson , Mayor
City of Waterloo
136 N. Monroe St.
Waterloo, WI 53594



Shaun Wilson
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, WI 53717

Date

09/14/2015

Date

Witness
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Witness

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Contract

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- D. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.

- E. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- F. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- G. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- H. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90

days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.

- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant will make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

8. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

9. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or

expenses arising out of this Agreement from any cause or causes, shall not exceed the net fee received by Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of express or implied warranty.

- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

10. Use of Documents

All documents prepared or furnished by consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

11. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized used by Client or others acting through Client.

12. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

13. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the

industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

14. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

15. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

16. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay of failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

17. Successors Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation,

moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

18. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

19. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located.