# **PROFESSIONAL SERVICES AGREEMENT**

This Agreement entered into effective the 1stday of May, 2019 by and between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as "City-Parish") on behalf of the Office of Community Development and Hunt, Guillot and Associates, L.L.C. (hereinafter referred to as "Service Provider").

# Article I: Term

This Agreement shall be for a term commencing 1st day of May, 2019 and terminating whichever is earlier (a) 30th day of April 2022 or (b) the financial limit identified in Article VI of this agreement.

# Article Il: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Office of Community Development (herein referred to as the "Department") as follows:

Grants Management Responsibilities: Assist the City with the Department's programs and individual projects in compliance with State, Federal and/or local program regulations, guidelines, policies and procedures; and

In addition, any other responsibilities as deemed appropriate by the Department.

Scope of Services are as defined per Attachment "A", attached and made a part of this agreement.

# Article Ill: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract, neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City Parish, and the Service Provider's representative by signature hereto expressly waives and relinquishes any such rights.

# Article IV: Insurance

Service Provider shall carry and maintain at all times during the performance of this contract, general business liability insurance coverage with limits of not less than $600,000. A certificate of insurance evidencing the required coverage as noted in insurance Schedule shall be provided prior to final execution of the contract and commencement of work.

Service provider understands that Louisiana Law requires certain employers to maintain workers compensation insurance.

# Article V: Indemnification

Service Provider shall indemnify, defend, and hold harmless the City Parish from all losses, damages, expenses or other liabilities. Including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City Parish its agents and assigns from all liability or responsibility. Including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operation under this Agreement.

Fully allowed by law and notwithstanding anything in this Agreement to the contrary. It is agreed that neither City Parish nor Service Provider shall be liable to each other in any event for any indirect, special, incidental, punitive or consequential damages arising out of this Agreement or resulting from the performance of the Services. Indirect, special, incidental, punitive or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of profit, loss of use of any system or other property, whether arising in contract, tort (including negligence and strict liability), warranty, statute, or otherwise.

# Article VI: Compensation

The City Parish shall pay Service Provider the sum not to exceed Seventy Thousand and 00/ 100 Dollars ($70,000.00). Rates shall be charged on an hourly basis as provided in Attachment B.

This compensation shall be payable within thirty-(30) days after submission and approval of monthly invoices with appropriate documentation. Payments ate subject to a final audit upon completion of services or other termination of this contract.

# Article VIl: Inspection of Books and Records

The Service Provider shall permit the authorized representative of the City Parish to periodically inspect and audit all data and records of the Service Provider relating to performance under this Agreement.

# Article VIll: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

# Article IX: Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law.

# Article X: Termination for Convenience

The City-Parish or Service Provider may terminate this agreement at any time by giving thirty (30) days written notice to consultant or City-Parish personnel of such termination or negotiating with the contractor an effective date.

# Article XI: Termination for Cause

The City-Parish or Service Provider may terminate this agreement for cause based upon the failure of the Service Provider or City-Parish to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the agreement, if the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure.

# Article XII: Governing Law and Venue

Additional clauses are as defined per Attachment "B", attached and made a part of this agreement.

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

**WITNESSES CITY OF BATON ROUGE AND**

**PARISH OF EAST BATON ROUGE**

**\_\_ BY:**

**Sharon Weston-Broome**

**Mayor-President**

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

**HUNT, GUILLOT, & ASSSOCIATES,**

**LLC**

**\_\_**

**BY:**

**Jay Guillot, Principal**

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

**Approved: Approved:**

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**Anita Lockett, Grants Monitor Rowdy Gaudet, Assistant CAO**

**Office of Community Development Office of the Mayor-President**

**Approved as to form:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Office of the Parish Attorney**

**ATTACHMENT A**

**SCOPE OF SERVICES**

1. **Parish Proposal and Amendments**

• Assist City-Parish administering its proposals for entitlement and disaster funding which address community development needs for the parish, and making amendments thereto as may be required.

• Assist City-Parish in analyzing the eligible activities as defined in the Action Plan and Action Plan Amendments to determine those most applicable and relevant to the Parish in its recovery and redevelopment in the program areas of community resiliency, public services, housing rehabilitation and affordable rental, public infrastructure, coastal restoration, and economic development;

• Assist City-Parish in assessing the available program options and the complexity of program compliance for the purpose of making recommendations based upon the needs and capacity of the Parish;

• Assist City-Parish in ensuring that proposed programs and projects are based on local recovery priorities;

• Assist City-Parish in ensuring the proposed programs and projects are consistent with regional and state plans;

• Assist City-Parish in determining how the selected programs and projects adhere to CDBG guidelines and eligibility, i.e. define applicable CDBG National Objectives;

• Assist City-Parish in developing all applications and policies and procedures which need to be submitted to OCD-DRU which will grant authorization to the parish to proceed with implementation of each project;

• Assist City-Parish in meeting milestones as established and monitored by OCD-DRU’s Performance Template Tracker for each project and ensuring that tasks are completed in a timely manner to meet deadlines;

• Assist City-Parish in developing [or updating] a procurement policy that meets the requirements of 24 CFR 85.36 for this allocation of CDBG Disaster Recovery funds;

1. **General Program Administration.**

• Establish project files in the Parish's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the Parish files.

1. **Citizen Participation.**

• Assist in the conduct of public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.

**4. Acquisition.**

• Assist the Parish in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, etc).

**5. Environmental Compliance.**

• Prepare Environmental Review Record(s) for all funded projects.

**6. Financial Management.**

• Ensure that the Parish has an acceptable financial management system as it pertains to finances of the CDBG-DR Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.

• Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG-DR Program.

• Assist the Parish in meeting the OCD/DRU's financial reporting requirements.

• Assist the Parish in establishing an internal financial tracking system to ensure that funds are expended within both state and federal timelines as established for Isaac, and for each obligation of funds as reflected in each CEA amendment, which increases funds available for expenditure within two-year timeframes up to the total grant award.

**7. Public Facilities/Construction Management.**

• Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.

• Assist in the preparation of construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, DBA Labor Standards, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over $100,000), HUD Handbook (6500.3), 24 CFR 85.36;

• Obtain contractor clearance(s).

**8. Labor Compliance.**

• Secure the Department of Labor’s federal wage decision and include it in the bid documents.

• Check weekly payrolls to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.

• Monitor construction to ensure compliance with labor standards provisions.

**9. Fair Housing/Equal Opportunity.**

• Prepare the Section 504 self-evaluation and transition plan, if applicable.

• Prepare analysis of impediments to fair housing.

• Monitor construction to ensure compliance with equal opportunity Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over $10,000), Section 503, etc.

**10. National Objective Compliance.**

• Conduct survey(s) in target area(s), if needed.

• Compile census data for target area(s).

• Conduct income verification of beneficiaries, if needed.

**11. Program Monitoring and Closeout**

• Maintain project files in the Parish's office. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the community's files.

• Attend and assist the Parish during the OCD/DRU's monitoring visit(s). Prepare Parish's response to all monitoring findings.

• Prepare close-out documents.

**12. Other Activities as Directed.**

• Other grant management related activities, as directed by the City-Parish.

**ATTACHMENT B**

**RATE SCHEDULE**

|  |  |
| --- | --- |
| **CLASSIFICATION** | **HOURLY RATE** |
| Program Manager | $175.00 |
| Project Manager | $150.00 |
| Project Controls Specialist | $110.00 |
| Subject Matter Expert | $165.00 |
| Senior Grant Manager | $135.00 |
| Grant Manager | $115.00 |
| Grant Specialist | $85.00 |
| Mid-Level Engineer | $135.00 |
| Admin/Clerical | $60.00 |

**INSURANCE SCHEDULE**

**CONTRACTOR’S AND SUB CONTRACTOR’S INSURANCE**

PROVIDED BY PURCHASING

**CERTIFICATE OF LIABILITY INSURANCE**

PROVIDED BY THE CONTRACTOR

**AFFIDAVIT**

PROVIDED BY THE CONTRACTOR

**Proposed Budget**

|  |  |  |
| --- | --- | --- |
| **Program** | **% of Allocation** | **Allocated Amount** |
| CDBG | 28% | $19,250.00 |
| HOME | 28% | $19,250.00 |
| HOPWA | 12% | $8,500.00 |
| ESG | 12% | $8,500.00 |
| CDBG-DR | 8% | $6,000.00 |
| DDRF | 12% | $8,500.00 |
| **Total** | | **$70,000.00** |