

PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into effective the ___ day of _____, 20___ by and between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as “City-Parish”) on behalf of the Department of Information Services and Emergent Method, LLC hereinafter referred to as “Service Provider”.

Article I: Term

This Agreement shall be for a term commencing January 1, 2022, and terminating December 31, 2022.

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Department of Information Services herein referred to as the “Department” as follows:

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

Article III: 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 and 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: Conflict of Interest and Louisiana Code of Ethics

The Service Provider certifies that it and its principals and employees, in the connection with the administration of these programs and services, will abstain from engagement in political activities; inherent religious activities other than those approved as faith-based activities funded by this program; will not engage in lobbying; political patronage and nepotism activities.

The Service provider shall have or establish written policies and procedures to prevent any employees, consultants, members of governing bodies and others involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being motivated by a desire for private financial gain for themselves or others, such as those whom they have family, business or other ties.

In accordance with Louisiana law, all public servants are required to take one hour of training on the Code of Governmental Ethics. A public servant is defined as a public employee or an elected official, which would include persons who contract with the government as third parties/vendors/service providers. A one-hour ethics training is required by the Louisiana Board of Ethics each year for all public servants. The free, online training link is: <https://eap.ethics.la.gov/SeminarRegistration/>. All third parties/vendors/service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract

with the City/Parish. All third parties/vendors/service providers are required to adhere to the ethical standards for public servants. Care must be exercised to avoid impropriety.. The third party/vendor/service provider will be responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is: <http://ethics.la.gov/>.

Article V: Insurance

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

Article VI: Indemnification

Service Provider shall indemnify, defend, and hold harmless the City Parish from any and 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 any and 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.

Article VII: Cybersecurity Prerequisites

Service Provider, including all principals and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

Article VIII: Compensation

The City Parish shall pay Service Provider the sum not to exceed \$95,000. Rates shall be \$175 per hour for principal consultant services, \$150 per hour for senior technology consultant services, \$125 per hour for staff consultant services and \$75 per hour for junior consultant services.

This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices with appropriate documentation.

Article IX: 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 for the purpose of audit, examination, excerpts, and transcriptions.

Article X: Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years after receiving notification from the City Parish that it has received notification from the awarding agency that the award has been financially and programmatically closed.

Article XI: 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 XII: 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. In the event of an inconsistency between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

Article XIII: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

Article XIV: Termination for Cause

The City-Parish may terminate this agreement for caused based upon the failure of the Service Provider 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, provided that 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. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract,

then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

Article XV: Assignment and Subcontracting

This agreement is not assignable by the Service Provider without the City-Parish’s written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish’s prior approval.

Article XVI: Governing Law and Venue

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.

In witness whereof, the parties hereto have executed this Agreement in triplicate, effective as of the date first written above.

WITNESSES

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**

BY: _____
Sharon Weston Broome, Mayor-President

Date: _____

Emergent Method, LLC

BY: _____
John Snow

Date: _____

Approved:

Approved:

**Eric Romero, Director
Department of Information Services**

**Courtney M Scott Iyengar, Assistant CAO
Office of the Mayor-President**

Approved as to form:

Office of the Parish Attorney

Attachment A – Scope of Work

Emergent Method, LLC will provide professional consulting and project management services to the City of Baton Rouge, Parish of East Baton Rouge (City-Parish) to support the deployment of emerging information technologies and digital initiatives.

Key tasks to be completed as part of this Scope of Work include the following:

- Develop strategic framework and facilitate coordinated approach among City-Parish stakeholders to address broadband and connectivity needs in East Baton Rouge Parish, including:
 - Assembling a workgroup to identify priorities and strategies for addressing broadband and connectivity needs, as well as adjacent needs or issues (e.g., digital literacy)
 - Facilitating workgroup coordination and collaboration, including meeting preparation, research, and stakeholder engagement
 - Identifying and supporting the pursuit of funding, policy, and programmatic opportunities that help address broadband and connectivity needs
- Develop framework for and support the implementation of the City-Parish’s Office of Data, Analytics, and Performance, including the development of initial priorities and key initiatives
- Develop and finalize the Department of Information Services three-year strategic plan update, including meetings with key stakeholders, identification of priorities and supporting goals and strategies, and alignment of supporting metrics and action plans
- Coordinate and support the City-Parish’s participation in technology-focused collaboratives focused on identifying and implementing best practices, including What Works Cities and the Center for Digital Government
- Conduct best practices research of leading cities that have adopted emerging technologies, as well as specific agencies, community representatives, and/or third-party technology providers involved in supporting other emerging technology initiatives in other municipalities
- Provide graphic design, web design, and web development support for key City-Parish digital platforms, websites, and technology-focused initiatives
- Design and implement communication and education programs focused on cybersecurity and raising awareness among internal and external users surrounding key vulnerabilities and risk-reduction strategies
- Provide project management services for key City-Parish technology and digital initiatives, including the City-Parish’s open data program, the Citizen Data Academy, the City-Parish’s IT Steering Committee, and other related technology-focused initiatives or digital platforms
- Support public and stakeholder communications involving City-Parish digital initiatives, including the development of the annual Open Data Policy report and other annual or regular reports, updates, meetings, and events
- Support the design and development of internal and external policies involving technology, including relevant ordinances, human resource policies, and technology use policies

- Participate and/or facilitate meetings, conference calls, and other communications related to emerging technologies and/or stakeholder engagement surrounding City-Parish digital projects or initiatives
- Provide regular briefings to the Director of Information Services, Assistant Chief Administrative Officer, Chief Administrative Officer, Mayor-President, and others as necessary relative to the development of emerging technologies and City-Parish digital initiatives
- Support the design, development, and deployment of other digital projects or needs as identified by the Director of the Department of Information Services

ATTACHMENT B

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

| | |
|----------------------------|-----------|
| General Aggregate | \$600,000 |
| Products-Comp/Op Agg | \$600,000 |
| Personal & Adv Injury | \$300,000 |
| Each Occurrence | \$300,000 |
| Fire Damage (Any one fire) | \$ 50,000 |
| Med Exp | \$ 5,000 |

B. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Hired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821