

**GRANT FUNDED  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement entered into effective the 1<sup>st</sup> day of October, 2023 by and between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as “City-Parish”) on behalf of City Court and Eugene Waddis, Jr. hereinafter referred to as “Contractor”.

Parties acknowledge that this contract is funded through Louisiana Highway Safety Commission, for Baton Rouge City Court Sobriety Court.

The following documents are all hereby made part of this of this Agreement to the same extent as if incorporated in full:

1. Federal Debarment Certification

**Article I: Term**

This Agreement shall be for a term commencing October 1, 2023, and terminating September 30, 2024.

**Article II: Scope of Services**

The City-Parish hereby engages the services of Contractor, with said services to be rendered to the City Court herein referred to as the “Department” as follows:

A. The Contractor will provide services to assist Baton Rouge City Court in the operation of a Sobriety Court that incorporates and complies with the guidelines developed in “The Ten Guiding Principles of DWI Courts,” recognized by the National Drug Court Institute. City Court selects a target population that possesses criminal and substance dependency histories and strives to alter those behaviors that present a danger to this community, and this contracted position participates in these efforts.

B. Contractor may be required to attend training courses for Sobriety Court. The City-Parish will reimburse Contractor for any registration fees in connection with the training course, travel to and from the training course, lodging and per diem, in accordance with Louisiana State Travel Regulations as prescribed by Policy and Procedure Manual Number 49 (PPM49) subject to City Parish Travel Ordinances.

C. Beginning on October 1, 2023 the Contractor will serve as the Substance Abuse Counselor for Sobriety Court under the collaborative guidance of the Clerk of Court/Judicial Administrator and Sobriety Court Coordinator. As such, Contractor will:

1. Provide services up to 660.00 hours of counseling. This is 55.00 hours per month administering the project and participating in case management. As part of those hours of counseling, Contractor will:

- a. Assess the treatment needs of Sobriety Court clients and craft a treatment plan uniquely tailored to the client's needs;
  - b. Provide individualized counseling and treatment services to Sobriety Court clients;
  - c. Provide written status reports to the Compliance Manager and Sobriety Court Coordinator, making specific recommendations as needed;
  - d. Perform all other necessary services reasonably associated with the requirements of this position.
2. Attend all required meetings.

The Contractor understands and acknowledges that no compensation will be paid for any services rendered prior to October 1, 2023.

### **Article III: Status of Contractor**

Contractor 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 Contractor, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Contractor nor any employees, agents or subcontractors of Contractor shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City Parish and the Contractor's representative by signature hereto expressly waives and relinquishes any such rights.

### **Article IV: Conflict of Interest and Louisiana Code of Ethics**

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and contractors to the City/Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, third party vendors and contractors 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. In addition, third party vendors and contractors are 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. Care must be exercised to avoid impropriety.

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**

Contractor 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.

**Contractor understands that Louisiana Law requires certain employers to maintain workers compensation insurance. The Contractor shall attest that he is exempt from this statutory requirement as evidenced by the attached waiver of worker’s compensation.**

#### **Article VI: Indemnification**

Contractor 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.

Contractor, 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 Contractor, its agents or insurers may sustain incidental to or in any way related to Contractor’s operation under this Agreement.

#### **Article VII: Cybersecurity Prerequisites**

Contractor, 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 Contractor the sum not to exceed \$33,000. Rates shall be \$50 per hour.

This compensation shall be payable within thirty (30) days after submission and approval of the invoice for costs incurred and certifying compliance with grant requirements.

Each invoice must include appropriate supporting documentation, as applicable, including:

- A. invoice number
- B. dates worked
- C. total amount due

Failure of the Contractor to comply with the grant requirements is cause for the City-Parish to withhold payment until contractor certifies compliance.

#### **Article IX: Inspection of Books and Records**

The Contractor shall permit the authorized representative of the City Parish, the Federal grantor agency, the Comptroller General or any of their representatives to have access to any books, documents, papers and records of the Contractor which are directly pertinent to the performance of this agreement for the purpose of audit, examination, excerpts, and transcriptions.

#### **Article X: Record Retention**

The Contractor 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 Contractor as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Contractor 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 Contractor to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Contractor 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 Contractor in default and the agreement shall terminate on the date specified in such notice.

The Contractor 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 Contractor 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 Contractor 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: Termination for Lack of Grant Funding**

The continuation of this contract is contingent on the funding provided by Louisiana Hwy Safety Commission referred to as the Baton City Court Sobriety Grant. Should said funding cease, this agreement shall terminate immediately.

**Article XVI: Compliance with Code of Federal Regulations (2 C.F.R. § Pt. 200, App. II)**

The Contractor, as part of this agreement, is receiving funding under a Federal award. The Contractor shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200 of the Code of Federal Regulations. Said provisions are provided in Attachment C, which is hereby made part of this agreement. All Contractors receiving Federal funds through the City-Parish, as a non-Federal entity, shall sign Attachment C indicating their understanding and agreement to the applicable Federal contract provisions.

**Article XVII: Assignment and Subcontracting**

This agreement is not assignable by the Contractor 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 Contractor may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

**Article XVIII: 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.

***SIGNATURES ON FOLLOWING PAGE***

**WITNESSES**

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

\_\_\_\_\_

**BY: \_\_\_\_\_**  
**Sharon Weston Broome, Mayor-President**  
**Paul Narcisse, Interim Director of Purchasing**

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

\_\_\_\_\_

**BY: \_\_\_\_\_**  
**Eugene Waddis, Jr., Contractor**

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

**Approved:**

**Approved:**

\_\_\_\_\_  
**Elzie Alford, Jr.**  
**Clerk of Court/Judicial Administrator**  
**Baton Rouge City Court**

\_\_\_\_\_  
**Dr. James Llorens, Interim CAO**  
**Office of the Mayor-President**

**Approved as to form:**

\_\_\_\_\_  
**Office of the Parish Attorney**

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

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

F. 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



## ATTACHMENT C

**STANDARD FEDERAL AWARD**  
**CONTRACTOR TERMS AND CONDITIONS**  
**COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS**  
(2 C.F.R. § Pt. 200, App. II)

**CHECK HERE TO CONFIRM THAT NO U.S. TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS ARE BEING USED FOR THIS CONTRACT/PROFESSIONAL SERVICE AGREEMENT**

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.

Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:

- a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
- c) pursue and obtain any and all other available legal or equitable remedies.

3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:

- a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- b) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of he CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- e) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- i) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, The CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of

Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5•, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- b) If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each

violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.

- c) If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

8. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

9. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. **Procurement of Recovered Materials (2 C.F.R. 200.322)**. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Surveillance Services or Equipment**. A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

12. **Domestic Preferences for Procurement**. As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**IN WITNESS WHEREOF**, the **Contractor/Vendor/Sub-Recipient** understands and agrees to the above Federal award provisions.

***CONTRACTOR***

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**Eugene Waddis, Jr.**

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



WORKER'S COMPENSATION WAIVER FOR  
SOLE PROPRIETORSHIPS OR PARTNERSHIPS  
WITH NO EMPLOYEES

City of Baton Rouge  
Parish of East Baton Rouge  
Purchasing Division  
P O Box 1471  
Baton Rouge La 70821

Gentlemen:

I/We, Eugene Waddis, Jr., am/are aware that all employers in the State  
(Contractors Name)  
of Louisiana are required to obtain and retain Worker's Compensation Insurance coverage.

In accordance with Chapter 10, R. S. 23, Section 1035, of the Louisiana Worker's Compensation Law, we are informing you that we are the only members of the company and that we have not, nor will we engage, any employees in connection with our contract with the City of Baton Rouge/Parish of East Baton Rouge concerning the

Baton Rouge City Court Sobriety Court

Should any injuries result from the aforementioned project, we understand that we will be solely responsible for any medical expenses or injuries suffered.

I/We undertake and agree to indemnify and save the City of Baton Rouge/Parish of East Baton Rouge harmless against any and all claims, demands, damages and expenses, including any claims or liability for compensation under the Louisiana Worker's Compensation Act arising out of injuries sustained by us, any employees, or of any contractor or subcontractor under said contract, together with reasonable attorney's fees for the defense thereof.

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

Eugene Waddis, Jr.

who, being duly sworn did depose and say:

That he is a duly authorized representative of Eugene Waddis, Jr.

receiving value for services rendered in connection with

Baton Rouge City Court Sobriety Court

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

\_\_\_\_\_  
Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.  
Baton Rouge, Louisiana.

\_\_\_\_\_  
NOTARY PUBLIC

## Federal Debarment and/ or Suspension Certification

I, \_\_\_\_\_, also referred to herein as,  
Please Print

Contractor Certify to the best of my knowledge and belief that I nor any Principal associated with my organization:

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment. Or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3 year period preceding this certification, been convicted or had civil judgement rendered against me or any principal associated with my organization for L Commission of fraud or a criminal offense in connection with obtaining, attempting or to obtain o performing a public( Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records , making false statements or receiving stolen property, and

(C) Are ( ) are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with commission of any or the offences enumerated in section (B) of this clause

(D) Has ( ) has not ( ) within a 3-year period preceding this certification, had one or more contracts terminated for a default by any Federal agency.

**(E)** The contractor shall provide immediate written notice to the City Parish, at any time, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**(F)** This Certification is a material representation of fact upon which reliance is placed by the City Parish in making this contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City Parish, this contract may be terminated for default.

“Principals,” for the purposes of this certification, means officers: directors: owners: partners: and persons having primary management or supervisory responsibilities within business entity (e.g., general manager: plant manager: head of subsidiary, division. Or business segment, and similar positions).

This certification concerns a matter within jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the Contractor subject to prosecution.

Contractor/ Service Provider: \_\_\_\_\_  
Signature Date

# Subrecipient vs. Vendor Determination Checklist

Federal Program Name Louisiana Highway Safety Commission

CFDA Number \_\_\_\_\_

Name of Contractor (Vendor) or Grantee (Subrecipient) Eugene Waddis, Jr.

Active Contract Numbers (if any) 800004883

Please complete the following checklist by placing an X in the box under the appropriate column for each question for either subrecipient or vendor.

Explanations are provided below the questions to assist with your determination. One subrecipient check does not necessarily make the receiving agency a subrecipient, except for question A. If question A is subrecipient, you may skip the rest of the questions. Please indicate your determination at the bottom.

## A. Decision-making Authority

*If your grant is a service delivery grant and the receiving agency determines eligibility of participants receiving services paid for by the grant funds, then they are a subrecipient.*

Does the receiving agency have authority to make program decisions about delivery, and does the receiving agency determine who is eligible to participate in the program?

If yes, this is an indicator of a subrecipient relationship.

Subrecipient

Vendor

If no, this is an indicator of vendor relationship.

## B. Solicitation and Competition

*It is important to look at how and why the receiving agency was chosen. Is an RFP required for a competitive purchase? If so, the receiving agency would be a vendor. If not, the receiving agency may be a subrecipient — but it depends on the scope of the contract.*

Were you required to obtain a bid or a quote?

If yes, this is an indicator of a vendor relationship.

Subrecipient

Vendor

If no, this is an indicator of subrecipient relationship.

Instead of contracting for goods or services, are you making an announcement that funding is available or seeking applications to apply for funding even if the rewarding of funds is on a competitive basis?

If yes, this is an indicator of a subrecipient relationship.

Subrecipient

Vendor

If no, this is an indicator of vendor relationship.

## C. Purchasing Relationship

*Typically, if the receiving agency is in a competitive market, they are providing a service that's available by other entities and they are a vendor. There are also sole source providers — but if they are providing the sending agency with a unique service they don't provide to anyone else, and no other companies offer the service, then the receiving agency may be a subrecipient — depending on the answers to questions in section E.*

Does the receiving agency provide similar goods or services to many different purchasers?

If yes, this is an indicator of a vendor relationship.

Subrecipient

Vendor

If no, this is an indicator of subrecipient relationship.

## D. Criteria for Selection

*If the contract is a vendor relationship, you chose them because they had the best service or widgets for the price. Most likely you found that out because you went out on bid. If the receiving agency was chosen maybe because they are already providing a service allowable by your grant and you want to partner with them to expand the delivery and assist you in meeting the goal of your grant, the receiving agency may be a subrecipient — depending on the answers to questions in section E.*

What was the most important reason for selecting this receiving agency?

1. They demonstrated a financial or public need for funding to carry out a project or provide a service.
2. Their ability to deliver the goods or services required by your program?

If you chose #1, this is an indicator of a subrecipient relationship.

If chose #2, this is an indicator of a vendor relationship.

**Subrecipient**      **Vendor**

## E. Statement of Work / Scope of Services

*Ask yourself, is the receiving agency providing the sending agency a service to help the sending agency meet the goal of the grant, or is the service actually carrying out an intended goal of the grant? If your grant has several goals, it is possible the sending agency completes part, and the receiving agency performs the other part. This would make them a subrecipient. For example, if your grant has goals of training, service delivery, and data collection, you may contract with another party to complete the training portion and perform the other two goals in-house. If you simply provide the receiving agency the funding to perform the training and the scope of the contract is per the grant award notice terms/guidance, then the receiving agency is a subrecipient. If you provide the receiving agency funding, but you have developed how the training should be conducted and maybe you even oversee the receiving agency when they are performing the training, then the receiving agency is a vendor.*

*Sometimes there is a very thin line between the two! You should error on the side of caution. If there is any question, treat the receiving agency as a subrecipient.*

Which statement below best fits your contract?

1. The scope of work, terms, and conditions of the contract were developed by the sending agency.
2. The scope of work, terms, and condition of the contract are the same for the receiving agency as they are for the sending agency per federal grant guidance.

If you chose #1, this is an indicator of a vendor relationship.

If you chose #2, this is an indicator of a subrecipient relationship.

**Subrecipient**      **Vendor**

Which statement below best fits your contract?

1. The receiving agency is providing the agency support or assistance in carrying out the mission of the grant as stated in the federal award.
2. The receiving agency is carrying out completion of the mission (or part of, if applicable) as stated in the federal award.

If you chose #1, this is an indicator of a vendor relationship.

If you chose #2, this is an indicator of a subrecipient relationship.

**Subrecipient**      **Vendor**

## F. Nature of Award

*If the funding is given to the receiving agency with a purpose of completing the goal of the grant and the agency has no oversight on how the receiving agency performs or accomplishes that grant goal, then the receiving agency is a subrecipient. If the sending agency provides funding and asks for specific activities to be completed by the receiving agency to help it complete a part of the grant then the receiving agency is a vendor.*

Which statement best fits how these federal funds will be used:

1. The receiving agency will use the funds to carry out its own public project and/or provide a public service.
2. The receiving agency is assisting the sending agency in meeting its program objectives. The goods and services obtained through this contract help the sending agency meet its goals.

If chose #1, this is an indicator of a subrecipient relationship.

If chose #2, this is an indicator of a vendor relationship.

**Subrecipient**      **Vendor**

### G. Pricing of the Agreement

*Will the receiving agency make a profit from the contract? Typically, vendors will compete for business and charge a price, which will net them a profit. A subrecipient will receive the funding and use it all to deliver the service or supplement the receiving agency in a service they would maybe deliver anyway.*

Which statement best fits terms of payment:

1. The receiving agency is reimbursed for its actual costs as outlined in the contract and should not earn a profit from the terms of payment.
2. The receiving agency is paid a fee for service or fixed price above its cost (for profit).

If you chose #1, this is an indicator of a subrecipient relationship.

Subrecipient

Vendor

If chose #2, this is an indicator of a vendor relationship.

### H. Cost Sharing / Matching

*If the receiving agency is using their own funding to support the goal of the contract and is required or voluntarily provides matching funds in cash, kind or program income, the receiving agency is a subrecipient.*

Is the receiving agency required to contribute its own non-federal resources to help pay for the program/project/service?

If yes, this is an indicator of a subrecipient relationship.

Subrecipient

Vendor

If no, this is an indicator of a vendor relationship.

### I. Award Risk

*If the receiving agency is a vendor, they won't get paid if they don't deliver the product or the services as specified in the contract. They assume all financial risk. In a subrecipient relationship, the sending agency is responsible for the receiving agency's performance. The sending agency must monitor the receiving agency to ensure they are performing as outlined in the grant terms and conditions. If they don't perform according to grant guidance it is the sending agency who will be held responsible by the federal agency and auditors.*

Which statement best fits the assumption of risk:

1. The funding to the receiving agency depends on its ability to make its best effort to meet the objectives of the award. Although performance is measured against federal award objectives, the receiving agency assumes little risk if the performance doesn't meet its goals.
2. The receiving agency assumes all financial risk if they fail to deliver the goods or services agreed upon.

If you chose #1, this is an indicator of a subrecipient relationship.

Subrecipient

Vendor

If you chose #2, this is an indicator of a vendor relationship.

---

### Determination

Review all your entries and make an overall determination of the relationship.  
Check the appropriate box to indicate the final determination.

Subrecipient

Vendor

---

\* This form is for your use/records and is not part of the agency's submission package.

I certify that this form is accurately completed to the best of my knowledge:

Signature: Lauren Cullins

Date: 8.17.23

Printed Name: LAUREN Cullins