

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 (*department name*), and _____(*vendor*)_____hereinafter referred to as “Service Provider”.

Article I: Term

This Agreement shall be for a term commencing May 1, 2023, and terminating January 31, 2024.

Article II: Scope of Services

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

The work performed under this agreement will be Funding Opportunities Support, referred to as “Funding Opp Support.” The Edgewood Group will provide management consulting and technical assistance services to assist the Department with development of grant strategies and proposals to support established goals and priorities. During the period of performance, The Edgewood Group will research and identify grant opportunities and facilitate the development of grant applications and lead cross organizational grant writing teams as needed.

The scope of this effort includes assessment of EBRP programmatic strategies, enterprise goals and priorities to identify new grant and funding opportunities. This effort will focus on researching the Bipartisan Infrastructure Law and other related federal and state legislation, applicable federal and state budget bills, and other private funding opportunities. Efforts also include providing strategic recommendations on opportunities the best align with City-Parish strategies, priorities and goals. Additionally, included in this scope is the facilitation of the development of grant applications and/or proposals working with the appropriate subject matter experts across the Department. The Service Provider will identify City-Parish resources and data necessary to support these efforts and the Department will make available the necessary resources and/or City-Parish data. Resource may include, but is not limited to, Program staff, programmatic documents (i.e. reports, audits, etc.) and Information Technology support (web development).

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

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers 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 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. In addition, third party vendors and service providers 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

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.

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

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 \$108,000 for services provided in Article II. This compensation shall be payable by monthly invoice as described on the deliverables and payment schedule in Attachment A.

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 contract for at least 3 years.

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.

SIGNATURES ON FOLLOWING PAGE

WITNESSES

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

BY: _____
Sharon Weston Broome, Mayor-President

Date: _____

THE EDGEWOOD GROUP

BY: _____
Pamela Whitley, President

Date: _____

Approved:

Approved:

**Paul Narcisse, Interim Director
Dept. of Purchasing**

**Dante Bidwell, Chief of Staff
Office of the Mayor-President**

Approved as to form:

Office of the Parish Attorney

ATTACHMENT A

Scope of Services

Funding Opportunities Support

City-Parish services are supported by grants in addition to funding from the City-Parish budget. Efforts to increase the identification of grant opportunities that align with established strategies, priorities, and goals. The Edgewood Group will support this efforts as listed below:

- Use the Bipartisan Infrastructure Law Guidebook (https://www.whitehouse.gov/build/?utm_source=www.build.gov) to identify federal funding streams that best align with City-Parish strategies, priorities and goals.,
- Develop strategic recommendations outlining the best opportunities for Department to target,
- Research Federal and State budget bills and other documentation to support related applications and proposals,
- Assess proposed City-Parish budgets to support the development of budget proposals that support the planned/targeted grants, etc.,
- Facilitate cross organizational grant/proposal writing teams as needed, to ensure programmatic information and data is captured for applicable applications/proposals,
- Facilitate grant support service for the Department available via the National League of Cities and Lexipol,
- Assist with the assessment of alignment of opportunities that support services across organizations in the Department, as it related to the applications/proposals, to leverage funding opportunities that may support multiple program areas,
- Support meetings, workshops, etc. as needed for outreach efforts related to funding/grant opportunities, and
- Create a standard City-Parish Opportunities Calendar and Dashboard working to support the Grant Coordination function in the Department.

The Department will be responsible for providing required information, grant and performance data, documentation, and related requests to facilitate the Service Provider's performance of the work outlined in this scope.

Funding Opportunities Research

Project Plan Briefing to the Department	Month 1
Initial Research Results identifying targeted opportunities	Month 1-2
Initial Opportunities Strategy (updated as needed)	Month 3
Applications and/or Proposals (as agreed)	Month 1-9
Briefing, letters, white papers, etc. to support outreach (as needed)	Month 1-9
Identify City-Parish funding necessary to support proposed opportunities	Month 1-9

General Deliverables

Monthly Status Reports and Invoices	Month 1-9
Opportunities Calendar and Dashboard	Month 1-9

Proposed Cost/Payment Schedule

9 Months @ \$108,000, 9 equal payments of \$12,000 per month

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

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, The Edgewood Group, LLC, am/are aware that all employers in the State 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 deliverables for our contract scope for the Grant Management Current State Assessment.

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 _____