

PROFESSIONAL SERVICES CONTRACT
BETWEEN
CITY OF HARAHAH
AND
BRYAN WALLACE

This Consulting Agreement is made effective this 16TH day of March, 2020 (Effective Date) by the undersigned, Mayor Tom Baudier on behalf of the City of Harahan, Louisiana (the "City" hereinafter), and Bryan Wallace ("Consultant" hereinafter), for his professional services as Special Projects Assistant.

Article I - Terms of Services and Scope of Work

- (a) The City hereby retains Bryan Wallace as a Consultant to the City subject to the terms and conditions of this Agreement. In his capacity, the Consultant, on request and approval of both parties to this consulting agreement, will provide the following basic services:
- Manage EOC in connection with Emergency Proclamation 2020-1 signed 13 March 2020
 - Draft news releases in connection with same
 - Provide assistance to public officials regarding same
 - Provide assistance to general public as directed by Mayor
 - Make recommendations as to actions in response to Emergency
 - Account and document all actions and all parties in connections with aforementioned proclamation
 - Any other reasonable tasks directed by the Mayor
- (b) Consultant shall devote the time necessary to perform the assigned tasks pertaining to City as stated herein and directed by Task Orders per Article II.
- (c) Consultant shall not exceed 50 in a week.

Article II - Compensation and Reimbursements

- (a) In consideration of the experience, knowledge, reputation, skills, and familiarity required of the Consultant and the need for responsive consulting services, the City shall pay the Consultant a fee of \$18.00 per hour for services as specified in Article I and various Task Orders to be issued by the City's authorized personnel.
- (b) Compensation will be contingent upon invoice submission. Consultant will submit itemization of all work performed on Form ICS 214 (Activity Report). Invoices for services shall be submitted to the Mayor for review and approval.
- (c) Payment for all services is due when rendered, and no more than ten (10) days after transmittal of the invoice. Billing becomes delinquent after seventeen (17) days of invoice transmittal. If billings are past due in excess of twenty-one (21) days, Consultant reserves the right to discontinue services until the outstanding invoices are brought current, or withdraw from this Agreement.
- (d) The City may issue task orders for any work authorized to be performed by consultant. Task orders shall define as specifically as possible the work to be performed as well as any applicable deadlines. Task orders must be placed a minimum of forty-eight (48) hours in advance of deadlines. The City understands, however, that as much advanced notice as possible will allow Consultant to better field requests. Consultant understands that emergency information will arise from time to time, and shall accommodate the City's requests as reasonably as possible.
- (e) The City shall reimburse Consultant for all reasonable travel, dining, lodging, and other ordinary, necessary and reasonable business expenses incurred by the Consultant in the performance of his duties under this agreement, subject to City Reimbursement policy. The Consultant shall submit verification, substantiation and documentation of the nature and


(Consultant Initials)

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amount of such expenses to and in the form required by the City. Personal (non-business-related) expenses may not be submitted for reimbursement.

- (f) Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the City unless specifically agreed to by the Mayor and in writing. No workers' compensation insurance shall be obtained by the City covering Consultant or Consultant's employees.
- (g) The City and Consultant understands that this Agreement, once terminated, may lead to future employment of Consultant by the City. Therefore, the duration of this Agreement shall be substituted for any "probational period" required of regular, full-time employees. As such, if an employee/employer relationship is entered into after the termination of this Agreement, Consultant shall be immediately eligible for all benefits and responsibilities of employment.
- (h) Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the City on behalf of Consultant or his/her employees. Consultant understands that he is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the City, properly document to the City that any and all federal and state taxes have been paid.
- (i) The City shall have the right to withhold any sums otherwise payable to the Consultant hereunder and to apply the same to any indebtedness of the Consultant due to the City.

Article III – Relationship and Responsibilities

- (a) Consultant shall report directly to the Mayor and/or Mayor's Chief of Staff.
- (b) In order for Consultant to perform the consulting services, it may be necessary for the City to provide Consultant with Confidential Information (as defined in Article VI below) regarding the City's business or services. The City will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the City.
- (c) In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and ethics. Consultant shall not use time, materials, or equipment of the City not related to official services for the City. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any person, entity, or organization acquiring any rights of any nature in the results of work performed by or for the City.
- (d) **PROHIBITED CONTRIBUTIONS.** The Consultant, nor his immediate family members or members of his firm, will not offer or make any contribution to a candidate for City elective office (including elected officers and officers-elect) during an incumbent's term or to a new candidate for City elective office subsequent to the Effective Date of this agreement through termination of this agreement.

Article IV – Period of Performance and Termination of Agreement

- (a) The period of performance of this agreement shall commence upon execution of the contract by both parties as indicated below (the "Effective Date") and shall run concurrently with Emergency Proclamation 2020-1, including any extensions thereto, and shall continue for an indefinite period so as to wind down EOC operations in connection with the aforementioned proclamation.
- (b) This agreement and the Consultant's services by the City hereunder may be terminated: (i) by the mutual written agreement of the Consultant and the City; (ii) by the City with or without cause (as defined below); (iii) upon the death of the Consultant; (iv) upon a disability of the Consultant causing an inability to provide services and/or; (v) upon the inability of the City's web services to continue as a viable program.
- (c) For purposes of this agreement, "cause" shall mean conduct by the Consultant amounting to criminal conduct, fraud, dishonesty, malfeasance, gross negligence, gross incompetence; repeated public conduct contrary to the policies of the City or that results in a material detriment to the City or its members or is inimical to the City, its reputation, and interests; or a


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material breach by the Consultant of this agreement. Such breach which is not cured within fourteen (14) days after written notice thereof from the Board of Directors to the Consultant.

- (d) Upon the termination of the Consultant's employment hereunder, neither party shall have any further obligation to the other party, its agents, representatives, heirs, or estate with respect to this agreement or his employment other than the payment of invoices previously billed and still outstanding.

Article V - Conflicts of Interest, Other Professional Activities and Associations

- (a) The Consultant shall not take any action or activity that might conflict with, or that might appear to conflict with or reflect negatively, the interests of the City. The Consultant shall not use his position, or any knowledge gained in connection therewith, in such a manner that creates the appearance of a conflict of interest of the City and the Consultant's personal, immediate family, or private economic or other interests.
- (b) The Consultant will notify the City of any memberships or affiliations with any entity or organization that may pose either a real, or a potential reputational risk to the City.
- (c) Consultant covenants and agrees that during the term of this Agreement, Consultant will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of the City any employee or independent contractor employed by the City while Consultant is performing services for the City.

Article VI - Protective Covenants

- (a) Consultant will have access to Confidential Information (as defined below) of the City and its members. The Consultant agrees to maintain the strict confidentiality of all Confidential Information during the term of this agreement and thereafter.
- (b) For purposes of this agreement, "Confidential Information" shall mean all information and materials of the City, and all information and materials received by the City from third parties which are not generally publicly available and all other information and materials which are of a proprietary or confidential nature, even if they are not marked as such. This provision shall survive the termination of this agreement indefinitely.
- (c) Any copyrightable works, ideas, discoveries, inventions, patents, products or other information (collectively, the "Work Product") developed in whole or in part by Consultant in connection with the services shall be exclusive property of the City. Upon request, Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the City to the Work Product.
- (d) Consultant's employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, Consultant shall provide adequate evidence that such persons are Consultant's employees.

Article VII - Compliance, Assignment, and Other Obligations

- (a) The Consultant will comply with all applicable laws and regulations in the performance of his duties hereunder. In particular, the Consultant recognizes that the City is an equal employment opportunity employer. The Consultant agrees that he will not unlawfully discriminate against any employee, prospective employee, member, vendor, or other individual or entity on the basis of race, color, religion, sex, ethnicity, national origin, age, disability, or any other characteristic protected by any federal, state or local law applicable to the City.
- (b) The Consultant may not assign any part of the Consultant's rights or obligations under this agreement. In the event of any merger, consolidation or reorganization involving the City, this agreement shall become an obligation of, inure to the benefit of, and be assigned to, any legal successor or successors to the City. A waiver by the City of any term of this agreement shall not be effective unless in writing and signed by the City, and no such waiver shall constitute a waiver of other term or future breach.


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Article VIII - Governing Law and Jurisdiction

- (a) This agreement shall be in accordance with the laws of the State of Louisiana. Any legal action by either party regarding this agreement or the rights and liabilities of parties hereunder shall be brought only before a federal or local court of competent jurisdiction located within the State of Louisiana. Each party hereby consents to the jurisdiction of the federal and local courts located within the State of Louisiana for such purposes.
- (b) If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction, then the remaining portion of the agreement shall remain in full force and effect. Neither party shall be liable for failure to perform its obligations under this agreement due to events beyond that party's reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

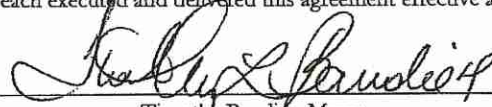
Article IX—Arbitration of Disputes

All claims and disputes arising under or relating to this Contract shall be settled by binding arbitration in the State of Louisiana. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Article IX – Entire Agreement, Amendments and Severability

- (a) This contractual agreement constitutes the entire agreement between the City and Consultant with respect to the subject matter hereof and supersedes and replaces all prior agreements and contracts, oral and written, between the parties relating to the subject matter hereof. This agreement may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- (b) In case any provision in this contract shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.


IN WITNESS THEREOF, the Mayor of the City of Harahan and Terry Power, Consultant, have each executed and delivered this agreement effective as of the date of signing by both parties. By:



Timothy Baudier, Mayor
City of Harahan

3/16/2020

Date



Bryan Wallace, Consultant

3/16/2020

Date

-----END OF AGREEMENT-----


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"AMENDMENT 1"
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN
CITY OF HARAHAN
AND
BRYAN WALLACE

This Amendment Number 1 to the Professional Services Contract between, the City of Harahan ("City"), through its Mayor, and Bryan Wallace ("Consultant"), which became effective on 16 March 2020, is made between both parties.

Whereas under Article [X] "Entire Agreement, Amendments and Severability" Section (a), the original "agreement may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties," and the parties now wish to modify the original agreement under the following terms and conditions:

- (1) Article I "Terms of Services and Scope of Work", Section (c) is hereby amended to read as follows: "(c) Consultant shall not exceed sixty (60) hours in a week."
- (2) No other terms of this contract are hereby amended unless expressly agreed to in a writing signed by both parties.
- (3) This amendment shall be effective on the 10th day of August, 2020.

IN WITNESS WHEREOF, the undersigned, duly authorized parties, have accepted and executed this Amendment.



Timothy Baudier
Mayor of Harahan



Bryan Wallace
Consultant

-----END OF AGREEMENT-----