

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
R TAYLOR CONSULTING LLC.
AND
AUGUSTA, GA
C/O
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT**

November 3, 2023

VIA EMAIL:
rhonda@rtaylorconsultingllc.com

R Taylor Consulting LLC
Rhonda Taylor
2480 Briarcliff Rd NE #319
Atlanta Ga. 30329

RE: Consultant

Dear Ms. Taylor:

This engagement letter between Augusta, Georgia c/o Housing and Community Development (the "Contractor", or "Augusta") and RTaylor Consulting, LLC. (the "Firm," or "Consultant") sets forth the nature and scope of the services we will provide, the Contractor's required involvement and assistance in support of our services, the related fee arrangements and other terms and conditions designed to facilitate the performance of our professional services, and to achieve the mutually agreed-upon objectives of the Contractor.

Summary of Services

The Firm will provide efficient administration for the following services to include but not limited to:

- Administer HMIS database ensuring all information is accurate, e.g.,
 - User Account Administration
 - Project/Program Management Managing User Accounts
- Provide training and technical assistance to Contractor's HMIS staff. To include but not limited to:
 - Project Management
 - Schedule and track all activities to ensure internal and external needs are met, including local and federal reporting deadlines
 - Monitor and measure deliverables and other required activities

- Set goals for continuous improvement
- Capacity building and strategic planning.
- Policy and Procedural Development or Revision of
 - Develop, implement, and enforce HMIS Privacy and Confidentiality policies, procedures, and written standards to ensure alignment with HUD rules and regulations.
 - Develop or revise, as necessary, written consent forms, releases of information, and privacy notices and practices to ensure compliance with all applicable federal, state, and local privacy statutes and regulations.
- CoC and Stakeholder Relationship Management
 - Establish quality improvement practices to ensure compliance with applicable laws and regulations.
 - Engage in strategic planning to ensure HMIS continues to meet and anticipate stakeholder and HUD requirements.
 - Facilitate and participate in CoC meetings, HMIS workgroups and committees, attendance at HMIS conferences and other applicable learning opportunities.
 - Attend HUD monthly webinar trainings.
 - Establish guiding principles for the administration and utilization of HMIS, obtain guidance related to HMIS administration and performance measurement from HUD and the HMIS vendor, and implement change management practices across OHS and HMIS end users.
- System Configuration
 - Business analysis with subject matter experts on HMIS needs
 - Support System Administrator with software configuration
 - Develop ad-hoc reports as needed using required queries and filters
- Provide technical assistance and troubleshooting Contractor's and HMIS users

Terms & Fees

The Firm shall serve for a period of six (6) months unless otherwise extended by written mutual agreement. The rate of pay will be \$100/hr. for up to Ten (10) hours per week, paid bi-weekly. Weekly time and work summary shall be submitted to Augusta are due each Monday by 10:00 AM. Failure to provide weekly time and work summary as per the contract may cause delay or denial of payment. Under no circumstances shall the total payments or liabilities of Augusta, Georgia exceed \$25,000. The Firm agrees that they shall bear all costs, foreseeable or unforeseeable, that exceed \$25,000.00. Late fees or consequential damages arising from payment or nonpayment shall expressly be disallowed.

Augusta shall issue a 1099 tax form to the Firm.

Contract Expiration

The terms of this agreement expire April 30, 2024.

Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. HCD shall, upon invoice, pay for all services rendered to the date of termination as provided for herein.

Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.

Termination of the Agreement for Default. Failure of the Consultant, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Consultant pursuant to this term.

To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work or delaying of the work to be performed by Consultant under this Agreement.

General Terms

All notices to Augusta shall be in writing, U.S. Mail postage prepaid, to 535 Telfair Street, Suite 9000, Augusta GA 30901, with copies to 510 Fenwick Street, Augusta GA 30901, and 535 Telfair Street, Building 3000, Augusta GA 30901.

When this Agreement requires any approval or consent by Augusta Housing & Community Development to a Consultant submission, request or report, the approval or consent shall be given by HCD's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by HCD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if HCD does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the HCD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.

Nondiscrimination. During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: 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.

Indemnification. Consultant hereby agrees to hold harmless, indemnify and defend Augusta,

Augusta Housing & Community Development, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, arising from any act or non-act or the commission or omissions of any act while under the terms of this Agreement. Compliance with laws: The Consultant shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Consultant and Augusta. Consultant shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program

throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

Throughout the term of this contract, Consultant will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Consultant will 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). Consultant certifies that it is not, nor will it employ any individuals or subcontractors who are debarred, suspended, or otherwise excluded by the U.S. Department of Housing and Urban Development, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Consultant further certifies 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. Further, Consultant will promptly disclose to Augusta if this certification ceases to be accurate at any point during the contract period. As applicable, Consultant will comply with the requirements of 2 CFR 200.322 related to the procurement of materials under this contract.

Inspection. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. Consultant agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Independent Contractor. The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Housing & Community Development; and shall retain control over its employees, agents, servants and subcontractors.

Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business and that the Consultant has not received any non-Augusta fee related to this

Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Assignment and Subcontracting. The Consultant shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the Consultant hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

This letter and any exhibits set forth the entire understanding between the Contractor and the Firm regarding additional services described herein, supersedes any previous proposals, correspondence, and understandings, whether written or oral.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us in paper form or by electronic transmission. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures. The terms, fees, and conditions listed herein will expire 60 days from the date of this letter if unsigned, unless Contractor its sole discretion, expressly agrees to waive the provisions of this paragraph. Please maintain a copy of this letter for your files.

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Augusta, Georgia.

(SIGNATURES ON FOLLOWING PAGE)

The parties have set their hands and seals as of the date first written above.

ATTEST: Augusta, GA

By: _____
Takiyah A. Douse
As Interim City Administrator

Date: _____

By: _____
Hawthorne E. Welcher, Jr.
Housing & Community Development Department

Date: _____

Approved as to Form by: _____ Date: _____
Augusta, GA Law Department

SEAL

Lena Bonner
As its Clerk of Commission

ATTEST: RTaylor Consulting, LLC.

By: R. Taylor
Rhonda Taylor

Date: November 15, 2023

Title: President, Owner