

## CONSULTING SERVICES AGREEMENT

This Agreement is entered this \_\_\_\_\_ day of July, 2025 by and between Franklin Associates, LLC (herein after called "the Consultant") and the City of West Monroe (hereinafter called "the Client") relating to design, outreach, and implementation services for the Homeowner Rehabilitation Program and the Homebuyer Assistance Program.

The Parties mutually agree as follows:

- I. The Consultant hereby agrees to engage with the Client and agrees to perform the Scope of Services set forth in Exhibit A attached hereto.
- II. All work under this Agreement is funded in whole or in part with Community Development Block Grant funds and must comply all applicable federal rules.
- III. **Term:** This Agreement shall be effective as of the date set forth above and shall continue for two years. The Agreement may be amended or extended by written agreement by both parties. The Consultant and the Client acknowledge that the Term may need to be extended due to timing issues beyond the parties' control, (including but not limited to extended review periods by entities other than the Consultant or Client, the lack of qualified grant participants under the award criteria, and/or timeline constraints of third-party contractors who may be retained to complete grant requirements.) The parties agree that this contract will be extended for additional six (6) month terms, as needed, until the completion of the scope of work contemplated herein has been completed.
- IV. **Compensation and Method of Payment:** The Consultant will be paid a fee not to exceed TWO-HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$235,000.00) for work performed as set forth in Exhibit A attached hereto and made part of this Agreement. The Consultant agrees that no additional funds will be sought at any time during the term of this Agreement or any extension thereof, regardless of whether the hourly fees earned have exceeded \$235,000.00. The Parties acknowledge and agree that Consultant assumes the risk of any costs or expenses incurred in excess of this cap and shall not be entitled to any additional compensation beyond this amount.
- V. **Independent Contractor:** Both parties agree that the Consultant will function as an independent contractor in the performance of its duties under this contract. Accordingly, Consultant shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

- VI. **Ownership of Documents:** All documents and data created or compiled will be the property of the Client. Consultant may retain reproducible copies of documents.
- VII. **Professional Liability:** The Consultant shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of materials for the projects covered by this Agreement. The Consultant shall carry and maintain during the performance of this contract general liability, professional liability, and automobile insurance coverage as dictated in Exhibit B, attached here, and made part of this agreement. A certificate(s) of insurance evidencing said coverage shall be provided prior to the commencement of work.
- VIII. **Limitation of Liability:** Neither party shall be liable to the other party for any special, indirect, incidental, punitive, or consequential damages, including, without limitation, loss of business or loss of profits, arising out of or in connection with the performance or non-performance under this Agreement.
- IX. **Compliance with Federal Laws and Regulations:** Contractor must comply with all applicable federal, state, and local laws, regulations, and policies including the following, as applicable: Title VI and VIII of the Civil Rights Act of 1964 (Fair Housing Act), as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, the Fair Housing Act, the Housing and Community Development Act of 1974, the Copeland "Anti-Kickback" Act, the Byrd Anti-Lobbying Amendment, the Clean Air Act, and the Federal Water Pollution Control Act.
- X. **Indemnification:** To the extent allowed by Louisiana law, the Consultant agrees to indemnify, defend, and hold harmless the Client, its subsidiaries, affiliates, successors, and/or assigns and their respective directors, officers, agents, shareholders, and employees, from and against any and all liabilities, losses, damages, demands, claims, proceedings, judgments, orders, suits, taxes, costs and expenses, including reasonable legal fees and other expenses of litigation, arising out of or connected with (i) negligent acts, errors or omissions in the performance of the Work or other activity or operation by the Client, its officers, employees, subcontractors, or agents under this Agreement, or (ii) any breach of the duties or obligations under this Agreement by the Client, its officers, employees, subcontractors, or agents.

To the extent allowed by Louisiana law, the Client agrees to indemnify, and hold harmless the Consultant, its subsidiaries, affiliates, successors, and/or assigns and their respective directors, officers, agents, shareholders, and employees, from and against any and all liabilities, losses, damages, demands, claims, proceedings, judgments, orders, suits, taxes, costs and expenses, arising out of or connected with

(i) negligent acts, errors or omissions in the performance of the Work or other activity or operation by the Client, its officers, employees, subcontractors, or agents under this Agreement, or (ii) any breach of the duties or obligations under this Agreement by the Client, its officers, employees, subcontractors, or agents.

- XI. **Termination:** The Client may terminate the Agreement at any time by giving at least thirty (30) days prior written notice to the Consultant. Consultant shall be entitled to payment on activities completed and fees earned up to the date of termination contained within the notice, to the extent that the work represents eligible activities satisfactorily completed and otherwise payable or reimbursable under the terms of this Agreement. Consultant shall not use the exhaustion or anticipated exhaustion of the maximum compensation amount set forth in Section IV as a basis to terminate this Agreement. The Parties acknowledge and agree that Consultant is obligated to perform the services described in this Agreement within the agreed compensation limit and assumes the risk of continuing performance without entitlement to additional compensation beyond the stated cap.
- XII. **Access to Information:** All information, data, reports, records as are existing, available, and necessary for conducting the work outlined in Exhibit A shall be furnished to the Consultant by the Client. No charge will be made to the Consultant for such information and the Client will cooperate with the Consultant in every way possible to facilitate the performance of the Scope of Work described herein.
- XIII. **Confidential Information:** The Consultant agrees that any information received by the Client during work in accordance with this Agreement that concerns the personal, financial, or other affairs of the Client not available in the public domain shall be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations without express written consent. Parties recognize that Client is a political subdivision of the State of Louisiana and subject to the Louisiana Public Records Act, La. Revised Statutes, 44:1 et seq., particularly La. Revised Statutes 44:3.2 regarding proprietary and trade secret information.
- XIV. **Dispute Resolution:** As a condition precedent to the commencement of any action proceeding against the Consultant by the Client or the Client by the Consultant, the Parties shall first offer, in writing, to seek resolution through non-binding mediation. If non-binding mediation is selected, the Consultant and the Client shall jointly determine the procedure for conducting the mediation and both parties shall establish the procedures within the mediation in good faith. If the dispute is not resolved by mediation, or if the Consultant does not elect mediation, then any action by the Client against the Consultant must be commenced within the prescriptive period allowed under Louisiana law. The Client shall give the Consultant written notice of any claim within thirty (30) days after the occurrence of the event giving rise to such claim. No action or proceeding arising out of or relating to this Agreement shall be commenced against Client, nor shall Consultant be required to

participate in any action or proceeding in any court except the courts of the 4th Judicial District Court, Parish of Ouachita, State of Louisiana, or the United States District Court for the Middle District of Louisiana. The Client consents to the jurisdiction of such courts in any action or proceeding arising out of or relating to this Agreement.

**XV. Miscellaneous:**

- a. If, for any reason, any term of this Agreement is found to be invalid, such findings shall not invalidate any other term of this Agreement.
- b. This Agreement, including the terms and conditions in the attached Exhibits, constitutes the entire Agreement between the Consultant and the Client and supersedes all prior written and oral understandings, representations and promises. Except as provided herein, this Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**XVI. Notices:**

To the Consultant – Franklin Associates, LLC  
Perry Franklin  
250 S. Foster Dr., Baton Rouge, LA 70806  
[perry@franklinassociates.com](mailto:perry@franklinassociates.com)

To the Client – City of West Monroe  
Staci Albritton Mitchell, Mayor  
2305 North 7<sup>th</sup> Street  
West Monroe, LA 71291  
EMAIL: [smitchell@westmonroe.la.gov](mailto:smitchell@westmonroe.la.gov)

With necessary copy to:

Doug Caldwell  
City Attorney  
221 McMillan Road  
West Monroe, LA 71291  
Email: [dccaldwell@gmail.com](mailto:dccaldwell@gmail.com)

- XVII. Assignment and Subcontracting:** This agreement is not assignable by the Consultant without the Client's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Consultant may not subcontract any of its responsibilities under this Agreement to another person without Client's prior approval.

- XVIII. **Access and Maintenance of Records:** Consultant shall allow the Client, the State of Louisiana, the Division of Administration, Louisiana Office of Community Development and its representatives access to all records pertaining to this Agreement and Consultant must maintain all records pertaining to this Agreement for a period of five (5) years after receipt of final payment under this Agreement.
- XIX. **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.

**FRANKLIN ASSOCIATES, LLC**

**CITY OF WEST MONROE**

By: Perry Franklin

Its: President

By:

Its:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

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

## **EXHIBIT A**

### **SCOPE OF WORK, FEES**

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#### **Homeowner Rehabilitation**

##### **Program Design**

###### **1. Program Guidelines**

- Consultant shall facilitate up to three (3) initial meetings with staff to discuss project goals.
- Consultant shall Review existing policies, program materials, NOFA, and grant agreements.
- Consultant shall develop program process and workflows.
- Consultant shall develop program policy manual.
- Consultant shall review the program policy manual with HUD monitoring checklist for compliance.
- Consultant shall create monthly reporting templates.

###### **2. Application & Review Process**

- Consultant shall review community landscape and needs to propose the program application approach.
- Consultant shall create the application materials.
- Consultant shall develop the intake and application review protocols.
- Consultant shall create the framework for the Program Committee.
- Consultant shall create the Program Committee Charter template.

##### **Implementation**

###### **1. Grant Administration**

- Consultant shall review and process applications including conducting eligibility reviews, collection of documents, communication with applicants and engagement with the Program Committee.
- Consultant shall collaborate with contractors and homeowners to develop project-specific Scopes of Work.
- Consultant shall provide relevant city departments with inspection guidance.
- Consultant shall develop and facilitate grant agreement execution.

###### **2. Financial Management**

- Consultant shall create and maintain a budget tracking system.
- Consultant shall prepare invoices for disbursements to construction contractors.
- Consultant shall assist with draw requests and reporting to LOCD.

###### **3. Monitoring & Performance**

- Consultant shall create the monthly Key Performance Indicator (KPI) and project progress report.
- Consultant shall create and implement continuous improvement (CI) tools.
- Consultant shall facilitate quarterly project progress meetings.
- Consultant shall monitor program files in accordance with the CDBG program requirements, as applicable.

## **Homeownership Assistance Program**

### **Program Design**

#### **1. Program Guidelines**

- Consultant shall facilitate up to three (3) initial meetings with staff to discuss project goals.
- Consultant shall review existing policies, program materials, NOFA, and grant agreements.
- Consultant shall develop program process and workflows.
- Consultant shall develop program policy manual.
- Consultant shall review the program policy manual with HUD monitoring checklist for compliance.
- Consultant shall create monthly reporting templates.

#### **2. Application & Review Process**

- Consultant shall review community landscape and needs to propose the program application approach.
- Consultant shall create the application materials.
- Consultant shall develop the intake and application review protocols.
- Consultant shall create the framework for the Program Committee.
- Consultant shall create the Program Committee Charter template.

### **Implementation**

#### **1. Grant Administration**

- Consultant shall review and process applications which includes conducting eligibility reviews, collection of documents, communication with applicants and engagement with the Program Committee.
- Consultant shall create and facilitate execution of homebuyer agreements.
- Consultant shall confirm and prepare statements of Categorical Exclusion in accordance with 24 CFR 58.35.

#### **2. Financial Management**

- Consultant shall create and maintain the budget tracking system.
- Consultant shall prepare invoices for disbursements to lenders.

- Consultant shall assist with draw requests and reporting to LOCD.

### **3. Monitoring & Performance**

- Consultant shall create the monthly Key Performance Indicator (KPI) and project progress report.
- Consultant shall create and implement continuous improvement tools.
- Consultant shall facilitate quarterly project progress meetings.
- Consultant shall monitor program files in accordance with the CDBG program.

### **Outreach & Awareness**

- Consultant shall develop outreach strategy, materials and facilitate one (1) public meeting.

### **LABOR CATEGORIES and RATES**

<b>Project Advisor</b>	<b>\$206.94</b>
<b>Project Manager</b>	<b>\$151.76</b>
<b>Senior Specialist</b>	<b>\$151.60</b>
<b>Specialist</b>	<b>\$148.48</b>
<b>Project Analyst</b>	<b>\$118.16</b>
<b>Subject Matter Expert</b>	<b>\$205.74</b>

**Pre-approved travel shall be reimbursed at state rates.**

### **INVOICING**

The Consultant will be paid a fee not to exceed \$235,000.00 for work performed using the rates described above. The Consultant will submit itemized invoices by the 10<sup>th</sup> of each month, setting forth time spent and include accompanying detailed time entry reports, and services rendered, and the Client will pay the Consultant the amounts due as indicated by invoice submitted by the Consultant within thirty (30) days of receipt.

Invoices should be sent to: Matthew Wilson, Director of Finance, 2305 North 7<sup>th</sup> Street, West Monroe, Louisiana, 71291 - [mwilson@westmonroe.la.gov](mailto:mwilson@westmonroe.la.gov)



## **Exhibit B**

### **CONSULTANT'S INSURANCE**

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

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

General Aggregate	\$800,000
Products-Comp/Op Agg	\$800,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00), covering the licensed professionals' errors and omissions.

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

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

G. The Certificate Holder should be shown as:

City of West Monroe  
2305 N 7th Street  
West Monroe, LA 71291  
(318) 396-2600