

AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT

This Amendment #2 to Consulting Services Agreement (hereinafter sometimes referred to simply as this “Amendment”) is an amendment to that Consulting Services Agreement dated the 18th day of August, 2025, as previously amended by Amendment #1 (sometimes hereinafter referred to simply as the “Agreement”) between Franklin Associates, LLC (herein after called “the Consultant”) and the City of West Monroe (hereinafter called “the Client”) (with the Consultant and the Client being sometimes jointly referred to as the “Parties”) relating to design, outreach, and implementation services for the Homeowner Rehabilitation Program and the Homebuyer Assistance Program.

The Parties mutually agree that except as hereinafter changed or modified, all terms, conditions and provisions of the Agreement shall be and remain unchanged. Subject to this reservation, the Parties mutually agree as follows:

- I. The Consultant hereby agrees to continue to engage with the Client and agrees to additionally perform the Additional Scope of Services set forth in Exhibit A-2, attached hereto.
- II. All work under this Amendment is funded by the Client, but shall still comply with all applicable federal rules;
- III. **Term:** - unchanged from the Agreement -
- IV. **Compensation and Method of Payment:** In addition to the compensation provided in the Agreement and Amendment #1, the amount of which and the terms and provisions regarding which shall remain unchanged, the Consultant will additionally be paid a fee not to exceed FOURTEEN THOUSAND AND NO/100 (\$14,000.00) DOLLARS for work performed as set forth in Exhibit A-2 attached hereto and made part of this Amendment. The Consultant agrees that no additional funds will be sought at any time during the term of this Amendment or any extension thereof, regardless of whether the hourly fees earned have exceeded \$14,000.00. 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:** - unchanged from the Agreement –
- VI. **Ownership of Documents:** - unchanged from the Agreement –
- VII. **Professional Liability:** - unchanged from the Agreement –

- VIII. **Limitation of Liability:** - unchanged from the Agreement –
- IX. **Compliance with Federal Laws and Regulations:** - unchanged from the Agreement –
- X. **Indemnification:** - unchanged from the Agreement –
- XI. **Termination:** - unchanged from the Agreement –
- XII. **Access to Information:** - unchanged from the Agreement –
- XIII. **Confidential Information:** - unchanged from the Agreement –
- XIV. **Dispute Resolution:** - unchanged from the Agreement –
- XV. **Miscellaneous:** - unchanged from the Agreement –
- XVI. **Notices:**
To the Consultant – Franklin Associates, LLC
Perry Franklin
250 S. Foster Dr., Baton Rouge, LA 70806
perry@franklinassociates.com
- To the Client – City of West Monroe
Staci Albritton Mitchell, Mayor
2305 North 7th Street
West Monroe, LA 71291
EMAIL: smitchell@westmonroe.la.gov
- With necessary copy to:
- Cathy Semmes
City Attorney
2305 N 7th St.
West Monroe, LA 71291
Email: csemmes@westmonroe.la.gov>
- XVII. **Assignment and Subcontracting:** Except as provided in Exhibit A-2, neither the Agreement nor this Amendment is 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 the Agreement and this Amendment, and Consultant must maintain all records pertaining to the Agreement and this Amendment for a period of five (5) years after receipt of final payment under the Agreement and this Amendment.

XIX. **Contract Modifications:** No amendment or change to the terms of the Agreement and this Amendment 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 the Agreement and this Amendment.

FRANKLIN ASSOCIATES, LLC
By: Perry Franklin
Its: President

CITY OF WEST MONROE
By: Staci Albritton Mitchell
Its: Mayor

(Signature)

(Signature)

Date: _____

Date: _____

EXHIBIT A TO AGREEMENT SCOPE OF WORK, FEES

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

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

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 10th 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 7th Street, West Monroe, Louisiana, 71291 - mwilson@westmonroe.la.gov

EXHIBIT A-1 TO AMENDMENT SCOPE OF WORK, FEES

To support residents of the City of West Monroe, Louisiana (COWM) with housing access and habitability needs, and to meet urgent housing repair needs caused by Winter Storm Fern, Franklin Associates will provide the additional items below related to design and implementation of the Make A Difference (MAD) Grant Housing Programs. In addition to the activities outlined in the Agreement, Franklin Associates will provide Duplication of Benefits policy guidance and calculations, home inspections and cost reasonable determinations, management of the home inspectors, construction contractor procurement materials and process support, contractor bid review and contractor assignments, additional application processing support, additional outreach material development for social media and website, as directed and complete the development of the Language Access Plan as required by LOCD-LGA.

Home Inspections – per unit cost of \$885/unit – Subcontractor: Lemoine

- Complete initial home inspections
- Conduct cost reasonableness analyses

Home Inspections Management

- Assign inspections
- Communicate and request scope of work revisions

Language Access Plan Development

- Complete data analysis and threshold calculations
- Develop the LAP & report
- Prepare memo for Council

Construction Contractor Procurement

- Develop RFQ and required public advertisements
- Manage correspondence
- Review responses
- Assist city with scoring/selection process

Contractor Bids & Assignments

- Provide scopes of work to contractor bench, review submitted bids, selection of appropriate contractor, assignments to homeowners and provision of required bid/assignment documents to LOCD-LGA, as required
- Facilitate execution of construction agreement between homeowner and contractor
- Liaise between contractor and homeowner, as needed

Program Adjustments due to Winter Storm Fern

- Various policy revisions and additions to account for Homeowner Rehabilitation Program changes
- Application revisions
- Outreach – creation of new marketing materials for updated launch dates and public hearing advertisement
- Duplication of Benefits Calculations
- Meetings – additional planning meetings with COWM and LOCD-LGA
- Application Processing – to account for increased application volume

Out of Scope:

The City of West Monroe is responsible for conducting Environmental Review for the Rehabilitation program, disbursing payments to contractors and lenders and the creation and execution of legal documents for both programs, including the loan documents for the Homebuyer Assistance Program and the construction contract for the Homeowner Rehabilitation Program.

Pricing: (Invoiced monthly)

<u>Task</u>	<u>Hours</u>	<u>Cost</u>
Home Inspections	See below	\$22,003
Home Inspections Management	85	\$11,549
Language Access Plan	55	\$8,773
Contractor Procurement	75	\$13,369
Contractor Bids & Assignments	280	\$45,205
Program Adjustments	<u>345</u>	<u>\$50,915</u>
Total	774	\$151,814

Per unit cost for home inspections tasks- cost reflects new tasks not included in original scope of work.

The total cost of home inspections, scope of work development and cost reasonableness analysis for 40 homes at a per unit cost of \$885/unit is \$35,400. The original scope of work includes \$13,397 to develop the inspection checklist and the scope of work for eligible homes. The original budget amount will be added to the amendment amount of \$22,003 to pay for the home inspections, scope of work development and the cost reasonableness analysis.

Task	# of Units	Per Unit Cost -total
Home Inspections	40	\$885

Cost covered from original scope: \$13,397
Cost added for revised scope of additional tasks: \$22,003

The Consultant will be paid a fee not to exceed **\$151,814.00** for work performed under this Exhibit A-1 using the rates described in the contract effective August 18, 2025. The Consultant will submit itemized invoices by the 10th 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 7th Street, West Monroe, Louisiana, 71291 - mwilson@westmonroe.la.gov

Approvals:

<u>Signature</u>	<u>Date</u>
Staci Albritton Mitchell	
Mayor, City of West Monroe	

<u>Signature</u>	<u>Date</u>
Perry J. Franklin	
Franklin Associates, LLC	

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