

**PROFESSIONAL SERVICES CONTRACT**  
**BETWEEN**  
**CITY OF HARAHAH**  
**AND**  
**TERENCE POWER d/b/a ELMWOOD LOGISTICS**

This Consulting Agreement is made effective this 26<sup>th</sup> day of March, 2020 (Effective Date) by the undersigned, City of Harahan, Louisiana (the "City" hereinafter), and Terence Power d/b/a Elmwood Logistics ("Consultant" hereinafter), for his professional services as Web Developer.

**Article I - Terms of Services and Scope of Work**

- (a) The City hereby retains Terry Power as a Consultant to the City subject to the terms and conditions of this Agreement. In his capacity, the Consultant shall provide the following basic services:
- Website intervention for immediate website support to bring existing site up to date and within compliance of local ordinances and state law.
  - New Website Development across all city departments to replace existing City website within sixty (60) days of effective date of this agreement, including mobile-friendly site
  - Website content management to include creation, proofreading, editing, and updating postings at the request of authorized city personnel within 48 hours of request.
  - Quarterly website functionality updates upon request of the City.
  - Two (2) half-day use training each year at Harahan City Hall at the request of the City for an additional, authorized website content manager
  - Website metric analysis & reporting upon request of the City
  - Maintain the Master Content Calendar for all Web Properties
  - Continuously research new strategies to modernize web presence
  - Hosting/Agility CMS Platform Subscription Fees
- (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.

**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 \$6,350 in upfront costs for site redevelopment within ten (10) days of execution of this Agreement and \$1,135 per month every month thereafter beginning on May 1, 2020 for the term of this Agreement for services as specified in Article I and various Task Orders to be issued by the City's authorized personnel.
- (b) The City shall 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.
- (c) 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. Except as may be required by the Internal Revenue Service, 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

  
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by the City, properly document to the City that any and all federal and state taxes have been paid. Consultant shall submit a properly completed and executed W-9 to the City prior to any payment being made by the City to Consultant.

- (d) The City shall have the right to withhold any sums otherwise payable to the Consultant hereunder and to apply the same to any indebtedness or claims of indebtedness of the Consultant due to the City.

### Article III – Relationship and Responsibilities

- (a) Consultant shall report directly to the Mayor's designated Chief of Staff and or the Mayor
- (b) In order for Consultant to perform the consulting services, it may be necessary for the City to provide Consultant with information or Confidential Information (as defined in Article VI below) regarding the City' 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. Consultant shall keep confidential and shall not disclose City information or City Confidential Information to any party without the express written consent of 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 the Effective Date and shall be for a term of one (1) calendar year with an additional one (1) year extension option, unless sooner terminated as provided below. This agreement will remain in effect for the following subsequent year(s) if no notice to dissolve is received within forty-five (45) days of renewal.
- (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, as determined by the City in its sole discretion, by the Consultant amounting to criminal conduct, fraud, dishonesty, malfeasance, negligence, incompetence; public conduct contrary to the policies of the City or that results or may result in a material detriment to the City or its employees, elected officials or its agents or is inimical to the City, its reputation, and interests; or a material breach by the Consultant of this agreement where breach which is not cured within fourteen (7) days after written notice thereof from the Board of Directors to the Consultant.
- (d) Upon termination of this Agreement, whether by the expiration of Term or by early Termination, Consultant shall within 10 days provide City or its authorized representative with any and all code, programing and other physical or electronic documentation and data used in creation, maintenance and operation of the City website.
- (e) Upon the termination of this Agreement, except as provided in IV (d), 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, approved by the City and still outstanding as of the date of Termination.

  
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**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 Program 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. Notwithstanding anything contained within this agreement to the contrary, 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)

**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.

  
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**Article IX—Arbitration of Disputes**

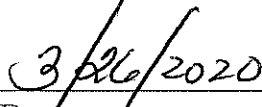
All claims and disputes arising under or relating to this Contract shall be settled by binding arbitration in the State of Louisiana. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such 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.

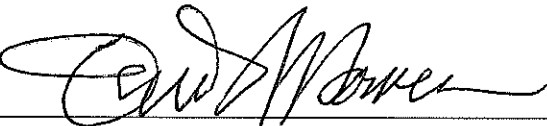
**Article IX – Entire Agreement, Amendments and Severability**

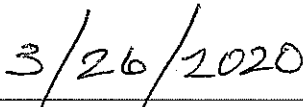
- (a) This contractual agreement constitutes the entire agreement between the City and Consultant with respect to the subject matter hereof and supersedes and replaces all prior agreements and contracts, oral and written, between the parties relating to the subject matter hereof. This agreement may be 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

  
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 Date

  
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 Terence Power, Consultant  
 Elmwood Logistics

  
 \_\_\_\_\_  
 Date

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

  
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