

## **PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Jefferson Parish Economic Development and Port District herein represented by its President and CEO, Gerald Bologna, (hereinafter referred to as "JEDCO"), and \_\_\_\_\_, a Louisiana business corporation, represented herein by \_\_\_\_\_, its duly authorized owner (hereinafter referred to as the FIRM). JEDCO and FIRM may be referred to herein as "Party", individually, and "Parties", collectively.

### **I. Administration of Contract**

All work shall be under the direction of JEDCO's President and CEO, hereinafter called the PRESIDENT, and all related activities and materials shall be submitted to JEDCO's Director of Facilities and Information Technologies, and all approvals and administration of this Agreement shall be through said Director.

### **II. Scope of Services/Deliverables**

The selected FIRM will be required to furnish \_\_\_\_\_.  
During the term of this agreement, FIRM shall provide services as documented in Exhibit A attached hereto.

If JEDCO desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and JEDCO and the FIRM shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The FIRM will be given time extensions for delays beyond their control or for those caused by tardy approvals of work by JEDCO, but no additional compensation shall be allowed for such delays.

### **III. Records, Accounts and Reports**

Books and Records. FIRM shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles in a form and method acceptable to JEDCO. FIRM shall permit JEDCO and JEDCO's agents from time-to-time to inspect copy and audit during FIRM'S normal business office hours the books and records pertaining to the services provided under this agreement. Any audit or inspection shall be by written notice from JEDCO to FIRM. JEDCO's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of JEDCO.

Periodic and/or Annual Reports. At any time, JEDCO may request that the FIRM, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles. The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

### **IV. Personnel**

Employees. FIRM shall employ and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this agreement. All persons engaged by FIRM shall be the sole and exclusive employees of FIRM and shall be paid by

FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

Appropriate Personnel. FIRM shall provide only trained personnel. FIRM'S employees shall conduct themselves at all times in a proper and respectful manner in accordance with JEDCO's employee policy. If JEDCO determines that any employee of the FIRM is unsatisfactory in any material respect, JEDCO may request FIRM to exclude the employee or employees from work under this contract.

Non-Discrimination. FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin.

#### **V. Assignment**

Neither JEDCO nor the FIRM shall assign, sell, transfer or otherwise convey any interest in this agreement, including any monies due or to become due to the FIRM under the contract, without the prior written consent of the other, nor without the consent of the surety unless the surety has waived its right to notice of assignment. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this agreement.

#### **VI. Use of Subcontractors**

If the Firm intends to use the services of a subcontractor to provide expertise in economic development assessment/marketing, research and polling, etc. to meet the goals, objectives and strategies for each deliverable, the Firm shall:

- (a.) Not engage the services of any additional subcontractor without the prior written approval of JEDCO.
- (b.) Furthermore, the FIRM shall not substitute any subcontractor(s) without the written approval of JEDCO.

#### **VII. Termination or Suspension**

JEDCO may terminate this contract for cause based upon the failure of the FIRM to comply with the terms and/or conditions of the contract; provided that JEDCO shall give the FIRM written notice specifying the FIRM's failure. If within ten (10) days after receipt of such notice, the FIRM shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place the FIRM in default and the contract shall terminate on the date specified in such notice. The FIRM may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of JEDCO to comply with the terms and conditions of this contract; provided that the FIRM shall give JEDCO written notice specifying JEDCO's failure.

JEDCO may terminate this contract at any time by giving thirty (30) days written notice to the FIRM. After notice is given, the FIRM is entitled to payment for the deliverables in progress only up to the date notice is given.

**VIII. Notice**

Any communications to be given hereunder concerning this Professional Service Agreement by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gerald Bologna  
President and CEO  
JEDCO  
700 Churchill Parkway  
Avondale, LA 70094

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**IX. Independent Contractor**

While in the performance of services or carrying out the obligations under this agreement, FIRM shall be acting in the capacity of independent contractor and not as employee of JEDCO, and not as partner of, or joint venturer of JEDCO. JEDCO shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this agreement.

The parties hereto acknowledge and agree that JEDCO shall not:

- (a) withhold federal or state income taxes;
- (b) withhold federal social security tax (FICA);
- (c) pay federal or state unemployment taxes for the account of FIRM; or
- (d) pay workman's compensation insurance premiums for coverage for FIRM.

FIRM agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

FIRM agrees to indemnify and hold JEDCO harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from JEDCO'S treatment of FIRM as an independent contractor. FIRM further agrees to reimburse JEDCO for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

**X. Insurance**

FIRM shall secure and maintain at its expense such insurance that will protect it, JEDCO and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to JEDCO and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to JEDCO,

in writing, on all of the required coverage provided to JEDCO. JEDCO may examine the policies at any time and without notice.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE FIRM SHALL CONTAIN THE FOLLOWING CLAUSES:

1. FIRM insurers will have no right of recovery or subrogation against JEDCO, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. JEDCO shall be named as additional insured as regards to general liability with respect to negligence by FIRM.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against JEDCO for payment of any premiums or for assessments under any form of policy.
4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.

B. Prior to the execution of this agreement FIRM, shall provide at its own expense, proof of the following insurance coverage required by the contract to JEDCO by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

1. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.

All policies of insurance shall meet the requirements of JEDCO prior to the commencing of any work. JEDCO has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to JEDCO as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to JEDCO, FIRM shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above.

Upon failure FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of JEDCO, may be forthwith declared suspended, discontinued or terminated. Failure of FIRM to take out and/or to maintain insurance shall not relieve FIRM from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of FIRM concerning indemnification.

### **XI. General**

FIRM shall indemnify and hold harmless JEDCO against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by FIRM under this AGREEMENT.

Further, FIRM hereby agrees to indemnify JEDCO for all reasonable expenses and attorney's fees incurred by or imposed upon JEDCO in connection therewith for any loss, damage,

injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions of this section.

FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, JEDCO shall have the right to annul this contract without liability.

FIRM agrees to exercise its best judgment in the preparation and placing of all advertising and publicity for JEDCO with a view to avoiding any claims, proceedings or suits being made or instituted against you or ourselves. It is agreed, however, that JEDCO will indemnify the FIRM against any loss we may incur as the result of any claim, suit or proceeding made or brought against the Firm based upon any advertising or publicity which FIRM prepared for JEDCO based upon:

1. Assertions made for any of JEDCO's products or services, or any of the products or services of any of JEDCO's competitors in any advertising or publicity which FIRM prepares for JEDCO based on information JEDCO provides FIRM and which JEDCO approves in writing before its publication or broadcast unless due to FIRM's negligence; and/or
2. Any advertising element which is furnished by JEDCO to FIRM and which allegedly violates the personal or property rights of anyone.

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of JEDCO, which shall not be unreasonably withheld, conditioned, or delayed.

This agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The FIRM hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

This agreement represents the entire Agreement between JEDCO and FIRM. This Agreement may only be amended in writing by authority of JEDCO and a Jefferson Parish Council Resolution, and must be signed by both JEDCO and FIRM. Should there be any conflict among contract documents, the RFP and the FIRM'S proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) the contract document;
- 2) Firm's written proposal (Exhibit A)

This agreement is executed in 4 originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES:

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\_\_\_\_\_

JEDCO

BY: \_\_\_\_\_

Gerald Bologna  
President and CEO

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

FIRM

BY: \_\_\_\_\_