

AGREEMENT

THIS AGREEMENT dated effective the ____ day of _____, 2016, entered into by and between the Parish of Ascension, Louisiana (hereinafter referred to as "ASCENSION") and _____.

WITNESSETH:

WHEREAS, _____, desires to supply ASCENSION with professional government relations consulting and serve as an advocate of parish priorities by providing technical and strategic plans, support and assistance to the Parish President and the Ascension Parish Council;

WHEREAS, _____, has the necessary expertise and staff and wishes to provide such services to ASCENSION;

WHEREAS, _____, has taken all the proper actions to authorize the execution of this Agreement by its President, _____.

NOW, THEREFORE, in consideration of the covenants and agreements by the parties herein and the sums to be paid to _____, as set forth hereafter, intending to be legally bound, the parties agree as follows:

1. Term.

1.1 Initial Term. The initial term ("Initial Term") of this Agreement shall be for a period beginning _____, 201____, and ending _____, 201____, unless terminated prior to such date pursuant to Section 1.3.

1.2 Renewal Terms and Conditions. All of the terms and conditions set forth in this Agreement shall remain in full force and effect during any Renewal Term except for the amount of such payment to _____, by ASCENSION as set forth in Article 3 below. The amount of such compensation during any Renewal Term shall be determined prior to the beginning of such Renewal Term through good-faith negotiations between ASCENSION and _____,

1.3 Early Termination.

(a) **Thirty Day Cancellation.** At all times during the Initial Term or any renewal Term of this Agreement, ASCENSION may terminate this Agreement for any reason whatsoever, u p o n **30** days advance written notice to _____,

(b) Obligation to Cooperate Upon Early Termination. In the event that ASCENSION desires to exercise its right to terminate this Agreement pursuant to this Section, _____, agrees to fully cooperate with ASCENSION to either, at the option of ASCENSION: (i) complete any work in progress at the time notice of termination is given or (ii) provide such assistance as required by ASCENSION to transfer the responsibility for any such work in progress at the time notice of termination

is given to another contractor or employee of ASCENSION.

(c) Payment Upon Termination. In the event that ASCENSION desires to exercise its right to terminate this Agreement pursuant to this Section, and if at the time of such termination _____, has expended or is legally bound to expend any its funds on behalf of ASCENSION that ASCENSION is legally bound to reimburse to _____, (as a result of a specific and express written approval of ASCENSION concerning such expenditure), ASCENSION shall reimburse _____, such funds at the time the notice of termination becomes effective as to the events or functions for which the funds in question were expended or committed. Notwithstanding anything to the contrary herein, _____, acknowledges and agrees that it does not have the authority hereunder to directly or indirectly expend or commit to expend the funds of ASCENSION without the specific and express written approval of ASCENSION.

2. Services to be Provided.

2.1 See Exhibit A (attached)

3. Payment to _____ for Services Rendered.

3.1 Payment to _____ . During Initial Term.

(a) ASCENSION shall compensate _____ for professional consulting services rendered in the amount of \$_____.00 per month. Such amount shall be paid to _____, by the 25th day of each month via Electronic Funds Transfer (EFT) to the banking institution designated by _____,

(b) ASCENSION shall reimburse _____, for contract related expenses such as travel, postage, marketing presentation material and printing supplies **that are approved in advance by the Parish President.** This amount shall not exceed \$_____.00 yearly. All monthly reimbursable expenses must be submitted with receipts and/or detailed invoices.

4. Status as Independent Contractor. Liability _____ to _____ or _____ for _____ Employees.
_____, shall be an independent contractor, and ASCENSION shall not have the right to directly control the daily affairs and activities of employees of _____. ASCENSION shall not be liable for any expense or liability that may arise from any _____, employee's employment with or termination by _____, including without limitation liability for unpaid wages, benefits, or employment taxes. To the extent that _____, works out of or otherwise occupies ASCENSION facilities, _____, agrees to hold harmless, reimburse, and indemnify all costs, damages, and expenses without limitation, including but not limited to all court costs, reasonable attorney's fees, and all types of damages, whether actual, compensatory, or punitive, for injuries to person or property resulting from the condition of the

premises and any and all acts of negligence by any person associated with ASCENSION or third parties who may be on the premises. In like fashion, _____, agrees to hold harmless, reimburse, and indemnify all costs, damages, and expenses without limitation, including but not limited to all court costs, reasonable attorney's fees, and all types of damages, whether actual, compensatory, or punitive, for injuries to person or property resulting from any act or omission by or on behalf of _____ arising from the discharge of any obligations in this Agreement.

5. Compliance with Laws _____, represents and warrants that it shall comply with all federal, state, and local laws concerning this Agreement and any other activities and agreements it may undertake, including without limitation: (i) payment of all required employment taxes on _____. employees; (ii) compliance with all antidiscrimination laws and regulations, and (iii) compliance with all laws concerning employee wages and benefits.

6. Authority of _____, shall not have the authority to legally bind ASCENSION in any way including without limitation the execution of any agreement or contract in ASCENSION's name or as its agent. _____, further agrees that it shall not take any action that would obligate ASCENSION to any third party in any way without the express written consent of ASCENSION.

7. Confidentiality. As provided by the laws of the State of Louisiana, the records and files maintained and provided to _____ by ASCENSION are confidential and privileged, and _____. agrees not to divulge or disclose any information obtained from such ASCENSION records and files. Neither _____, nor any employee engaged in the administration or charged with the custody of such records or files shall be required to produce any of them for inspection or use in any action or proceeding.

8. Notices. Any notice, communication, request, reply or advice (hereinafter severally and collectively called "Notice") provided or permitted to be given, made or accepted by any party in this Agreement must be in writing and may be given or served by depositing the same, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person to the person to be notified. Notice deposited in the mail in the manner herein described shall be effective when so deposited. For purposes of any Notice the address of the parties shall, until changed as hereinafter provided, be as follows:

Parish of Ascension
Attn: The Honorable Kenny Matassa
208 E. Railroad Ave. Gonzales, LA 70737

Parish of Ascension
Attn: Ms. Cinnamon McKey, Council Secretary
208 E. Railroad Ave. Gonzales, LA 70737

(consultant name and address)

DONE AND SIGNED by ASCENSION at Gonzales, Louisiana on this ____ day of _____,

20__ before the undersigned competent witness:

ASCENSION PARISH GOVERNMENT

XXXXXXXXXXXXXXXXXXXX

BY:

BY:

Name: Kenny Matassa
Title: Parish President
Date: _____

Name: _____
Title: President
Date: _____

WITNESSES:

WITNESSES:

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