



CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into by and between the City of Shreveport, a municipal corporation of the State of Louisiana, represented herein by Adrian Perkins, Mayor, duly authorized to act herein and hereinafter referred to as "City", and Precision Cartographics, represented herein by Gary D. Joiner, Ph.D., duly authorized to act herein and hereinafter referred to as "Contractor".

WHEREAS, the City desires to obtain professional services for a redistricting plan for the City of Shreveport in concurrence with the 2020 Census; and

WHEREAS, the Contractor is prepared to provide such professional services.

NOW, THEREFORE, and in consideration of the mutual promises, covenants, and agreement hereinafter set forth, City and Contractor do hereby agree as follows:

I. Term

A. This contract shall commence on the date of execution and shall terminate upon the date all services contemplated by this Contract have been completed.

II. The Contractor herein agrees to:

Create a redistricting plan for the City of Shreveport in accordance with the following specifications:

- A. Supply the City with a plan showing the Census 2020 blocks in the current configuration to illustrate the degree of malapportionment.
- B. Create a statistically correct plan without City input to illustrate district possibilities.
- C. Meet with City staff and Shreveport City Council members to define local needs.
- D. Create at least three (3) plans defining local needs as set forth by City staff and Shreveport City Council members.
- E. Create additional plans, if needed, on an hourly basis of \$200.00 per hour.
- F. Participate in public input meetings.
- G. Monitor the submission process and perform any required follow-up.

III. The City herein agrees to:

A. Provide the Contractor with any information necessary for the successful completion of its obligations under this Contract.

IV. Compensation

- A. The City shall pay the Contractor for the professional services to be performed under this contract, a sum not to exceed thirty thousand dollars (\$30,000), at a rate of two hundred dollars (\$200.00) per hour. Reimbursements will be paid on an actual cost basis. The provisions of the Contractor's letter, attached hereto, are incorporated herein by reference and any broadening of the scope of work beyond that contracted herein may require additional compensation paid to Contractor at the rate set forth hereinabove.

V. Default

- A. In the event either party defaults on any of its operational obligations hereunder, and such default continues unresolved for ten (10) days after written notice of the particular default is received by the defaulting party, this Contract may be terminated, all matters, rights, and liabilities to be adjusted between the parties hereto as of such termination date, provided however, if remedial action is taken by the defaulting party within ten (10) days, then the period to cure the default shall be extended for so long as necessary to remedy said default, provided the defaulting party continues such remedial action without lapse. Termination costs, if any, shall not apply and the ten (10) day advance notice requirement is waived.
- B. It is expressly understood that failure or delay on the part of either party hereto in the performance, in whole or in part, of the terms of this Contract, if such failure is attributable to Acts of God, fire, flood, inevitable accidents, riots, insurrection, public commotion, embargo, emergency or governmental orders, regulations, priority, rationing, war, whether declared or undeclared, or other limitations or restrictions, or other unforeseen interference with personnel, sale, source of supplies, production, transportation and delivery, and for other cause beyond the control of either party hereto, shall not constitute a breach hereof nor a default hereunder.

VI. Termination

- A. Termination for Cause. The Contractor agrees that the City shall have the right, at its option, to immediately cancel and terminate this Contract if any of the following occurs: (i) execution or legal process is levied upon Contractor's interest in this Contract, (ii) valid liens or privileges are filed against the Contractor's interest, (iii) a petition in bankruptcy is filed against Contractor, (iv) Contractor is adjudicated bankrupt in involuntary proceedings, or if (v) Contractor should breach this Contract in any respect.
- B. Non-Appropriation. In the event sufficient funds for the performance of this Contract are not appropriated or are re-appropriated by the City Council of the City of Shreveport in any fiscal year covered by this Contract, this Contract may be terminated by the City, without penalty by giving notice to Contractor of such facts and City's intention to terminate its financial obligation.

VII. Assignment of Contract Prohibited

- A. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without City's prior written consent.

VIII. Equal Employment Opportunity

- A. In all hiring or employment made possible by or resulting from this Contract there: (a) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex national origin, handicap, age or veteran status; and (b) where applicable, affirmative action will be taken to ensure that Contractor's employees are treated during employment without regard to race, color, religion, sex, national origin, handicap, age, or veteran status. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising lay-off or termination, rates of pay or other forms or compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap, age or veteran status.

IX. Acknowledgment of Exclusion of Workers' Compensation Coverage

- A. Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in La. R.S. 23:1021 (7) and as such, it is expressly agreed and understood between the parties hereunto, that in entering into this Contract, that City shall not be liable to Contractor for any medical benefits, indemnity, or coverage as provided by the Workers' Compensation Law of the State of Louisiana, and further under the provision of La. R.S. 23:1034, no one employed by Contractor shall be considered an employee of City for the purposes of Workers' Compensation Coverage.

X. Independent Contractor

- A. In performing services under this Contract, the relationship between the City and the Contractor is that of independent contractor, and the City and the Contractor by the execution of this Contract does not change its independent status. No term or provision of this Contract or act of the Contractor in the performance of this Contract shall be construed as making the Contractor the agent, servant, or employee of the City, or making the Contractor or any of its employees eligible for the fringe benefits, such as sick or annual leave benefits, retirement, insurance, worker's compensation and unemployment compensation coverages, which the City provides its employees.

XI. Insurance

- A. Coverage and Limits of Liability. Contractor shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance, at a minimum, must include the following coverage and limits of liability:
1. Commercial General Liability Insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) per occurrence. ***This policy should be endorsed to name the City as an additional insured.*** It is the intent of the CITY that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than two million dollars (\$2,000,000)

otherwise Contractor must provide a one million dollar (\$1,000,000) per project aggregate applicable for the project specified in this Contract.

2. Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than one hundred thousand (\$100,000) per person or three hundred thousand (\$300,000) each occurrence or a combined single limit of three hundred thousand (\$300,000) per occurrence. **This policy should be endorsed to name the City as an additional insured.**
 3. Workers' Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of one million dollars (\$1,000,000). This policy shall contain an Other States Coverage Endorsement. When required by the CITY, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage.
- B. Subcontractors. If any part of the service(s) specified by this Contract is sublet, similar insurance shall be provided by, or on behalf of, the subcontractor to cover its operations, and evidence of such insurance, in the form of a Certificate of Insurance, shall be furnished to the City by the Contractor.
- C. Qualified Insurance Carriers. All required coverage provided shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an **A. M. Best rating of B+VII** or better. This rating requirement is waived on the Workers Compensation coverage only. The City reserves the right to inspect any and all insurance policies required pursuant to this Contract, prior to commencement of the services specified in the Contract and anytime thereafter.
- D. Waiver of Subrogation. Contractor and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies.
- E. Payment of Insurance Premium and Deductible. The payment of any deductible specified by such insurance policies shall be the responsibility of Contractor and will be paid solely by the Contractor. If any of the insurance policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the Issuer of the policy is entitled to look only to Contractor for premium payment and has no right to recover premium payment from the City.
- F. Notice of Claims.
1. Contractor shall promptly notify the City if any claim is asserted against the Contractor wherever such a claim would apply to this coverage. This notification requirement applies whether the claim results from services performed under this Contract or from any other agreement with any other client. The City's intent is to make certain, to the extent possible from such information, the adequacy of the annual aggregate amount of coverage provided under the required *professional liability insurance*.
 2. The City shall give Contractor prompt notice in writing at the institution of any suit or proceeding and permit Contractor to defend same, and will give all needed

information, assistance, and authority to enable Contractor to do so. Contractor shall similarly give the City immediate notice of any suit or motion filed or prompt notice of any claim arising out of the performance of Contractor. Contractor shall furnish immediately to the City copies of all pertinent papers and information received by Contractor.

G. OSHA Compliance. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State acts, laws or regulations during the conduct of Contractor's performance of this Contract. Contractor shall indemnify City for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, its agents, employees and assigns and their failure to comply with such safety rules and regulations.

H. Certificate of Insurance.

1. Proof that such insurance coverage exists shall be furnished to the City by means of a **Certificate of Insurance** form before any part of the service(s) specified by this Contract are commenced. The said Certificate shall name the City as an additional insured and shall be primary and not contributing with any other insurance available to City. Contractor shall be liable for its subcontractors' insurance coverage of the types and in the amount stated above, and shall furnish the City with copies of such subcontractors' Certificates of Insurance.
2. Contractor further agrees with respect to the required insurance, the City shall:
 - a) Be provided with a waiver of subrogation, and
 - b) Be provided with thirty (30) days advance notice, in writing, of cancellation or material change. Said provision shall include cancellation for non-payment of premium.
3. Each certificate shall bear endorsements or statements in the "Remarks Section" stating the following:
 - a) "The City of Shreveport is an additional primary insured. The insurance company waives any subrogation claims against the City of Shreveport."
 - b) "This policy for workers' compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees."
4. Clearly indicate Certificate Holder as:

City of Shreveport
505 Travis Street, Suite 620
Shreveport, LA 71101

XII. Laws/Venue

- A. Contractor shall comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work, including those of federal, state, and local agencies having jurisdiction.

- B. This Contract and its enforcement shall be governed by and construed in accordance with the laws and court decisions of the State of Louisiana (without regard for choice of law principles). The parties hereto stipulate that the venue of any possible litigation arising under this Contract shall be in the First Judicial District Court, Caddo Parish, Louisiana.

XIII. Maintenance of Financial Records and Audit Clause

- A. Contractor shall maintain financial records pertaining to all matters relative to this Contract in accordance with generally accepted accounting principles and procedures. Contractor shall retain all of its records and supporting documentation applicable to this Contract with the City for a period of three (3) years, except as follows:
 - 1. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
 - 2. All such records and supporting documents shall be made available, upon request, for inspection or audit by representatives of City. In the event Contractor's business operations cease to exist, Contractor agrees to turn over to City all of its records relating to this Contract to be retained by City for the required period.
- B. Contractor agrees to permit City or its designated representative to inspect and/or audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy therefore any information City desires concerning Contractor's operations hereunder. City shall provide written notice prior to the execution of the provision. If Contractor or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, Contractor agrees to deliver the records or have the records delivered to City's designated representative at an address designated by City within the City of Shreveport. If City's designated representative finds that the records delivered by Contractor are incomplete, Contractor agrees to pay City's representative's costs to travel to Contractor's office to audit or retrieve the complete records.

XIV. Notices

- A. All notices shall be in writing and shall be addressed to City and Contractor set forth below. Notices shall be: (a) delivered by Federal Express or other courier service to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery (or when delivery has been attempted twice), as evidenced by the written report of the courier service) to the addresses set forth below; (b) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three business days after deposit in the United States mail, provided that no postal strike is then in effect; or (c) transmitted by facsimile transmission (promptly followed by delivery under option "a" or "b"), in which case they shall be deemed delivered the first business day after delivery has been electronically confirmed by the recipient's facsimile machine, as evidenced by the written confirmation produced by the sender's facsimile machine. Either party may change its address, its facsimile machine number, or the name and address of its attorney by giving notice in compliance with this Contract. Notice of such change shall be effective only upon receipt. The address and facsimile machine numbers of the parties are:

City	Contractor
Clerk of Council 505 Travis Street, Suite 410 Shreveport, Louisiana 71101 <i>and</i> Office of the City Attorney 505 Travis Street, Suite 420 Shreveport, Louisiana 71101	Gary D. Joiner, Ph.D. Precision Cartographics 429 Dunmoreland Circle Shreveport, LA 71106

XV. General Provisions

- A. Contractor hereby assumes liability for all damages or losses resulting from its wrongful act(s) and/or negligence while performing any work or service required by this Contract.
- B. The Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by the Contractor's breach of any of the terms or provisions of this Contract, or by any negligent act or omission of the Contractor, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both the Contractor and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the City under Louisiana law and without waiving any defenses of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- C. Contractor agrees to refrain and abstain from participating in any work stoppage, work slow-down, or strike.
- D. Contractor shall obtain all necessary Business licenses and permits
- E. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Contract.
- F. Contractor shall insure that none of the funds provided by the City pursuant to this Contract are used for any partisan political activity or to further the election or defeat of any candidate for public office or to further the approval or defeat of any referendum.
- G. All property of the City shall remain free and clear of any liens, attachments, encumbrances and claims, and will not assign, mortgage, hypothecate, or encumber this Contract or any of its rights hereunder.

- H. This Contract shall be binding upon and insure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, and, except as otherwise provided in this Contract, their assigns.
- I. It is understood and agreed that this Contract shall be considered nonexclusive between the parties.
- J. This Contract shall be reasonably construed and substantial compliance with its terms, conditions and obligations is hereby intended, unless the context requires otherwise, or a literal compliance. Whenever approval or consent is herein required, the same shall not be reasonably or arbitrarily withheld.
- K. No failure of either party to exercise any power or right given hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance.
- L. If any provision or item of this Contract, or the application thereof, is held invalid, such invalidity shall not affect other provisions, items, or applications of this Contract which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this Contract are hereby declared severable.
- M. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract this _____ day of _____, 20____.

WITNESSES:

CITY OF SHREVEPORT

BY: _____

Print Name: _____

Adrian Perkins, Mayor

Print Name: _____

WITNESSES:

Precision Cartographics

Print Name: _____

Print Name: _____

BY: _____

Gary D. Joiner, Ph.D.

**Gary D. Joiner, Ph.D.
Precision Cartographics
Historical and Geographic Consulting
429 Dunmoreland Circle
Shreveport, Louisiana 71106**

Ms. Danielle Farr-Ewing
Clerk of Council
City of Shreveport
505 Travis Street
Shreveport, LA 71101

RE: Redistricting services for the City of Shreveport

Dear Ms. Farr-Ewing:

Thank you for the opportunity to serve the City Council of Shreveport once again as its redistricting services provider. I am honored to assist the City Council for the fourth time in my career. My hourly billing rate is \$200.00 per hour and I anticipate the project will take 150 hours of labor. This includes research, building a geographic information system project of the City of Shreveport, plan creation, attending public meetings and making presentations. The project cap is \$30,000.00 assuming that excessive numbers of plans are not required. Note that in 2011, a total of fourteen plans were created. If plans are submitted by outside sources, these must be considered by me as well. A typical project will require between three and six plans. The first plan is the baseline of current district boundaries with 2020 Census data applied. This will determine whether the Council is malapportioned. The remaining plans are scenarios of which one will be the final plan voted upon by the Council. Additional plans each take time for research and execution and drive the cost of the project up.

Once I receive the digital data from the Bureau of the Census or Caliper Corporation (my data provider), and furnish the census population data to the City of Shreveport, Caddo Parish, and Bossier Parish, I will create the baseline plan. The Census Bureau has delayed sending out final census totals citing Covid isolation delays and restrictions. I will need clear access to the city and parish datasets, particularly corporate limits, voting parcels, transportation, water bodies, buildings, assessment parcels and zoning. This is to verify the accuracy of those layers with regards to annexations and precincts both on the local level and against the Census geography.

Sincerely,



Gary D. Joiner, Ph.D.
Precision Cartographics
429 Dunmoreland Circle
Shreveport, LA 71106
Phone (318) 222-6112
Cell (318) 347-8407