

STATE OF ALABAMA
COUNTY OF MOBILE

**CONTRACT FOR PROFESSIONAL ADMINISTRATIVE SERVICES
BY AND BETWEEN
HAGERTY CONSULTING, INC. (UEI # EGUJR2HGY9W8)
AND MOBILE COUNTY, ALABAMA (UEI # YNN6QEMH9UF9)**

This contract is between Mobile County, Alabama, acting by and through its governing body, the Mobile County Commission, hereafter called "County," and Hagerty Consulting, Inc., a foreign corporation duly qualified to conduct business in the State of Alabama, hereafter called "Contractor."

Effective Date and Duration

This contract will be for a one (1) year term commencing on December 1, 2023 and shall expire on November 30, 2024.

Consideration

County agrees to pay Contractor a sum not to exceed Five Hundred and Forty-Four Thousand Six Hundred and Thirty-Two Dollars (\$544,632.00), for accomplishment of the work outlined in the Statement of the Work and Payment Schedule attached as Attachment A and made a part hereof by reference. Interim payments shall be made to Contractor according to the schedule identified in Attachment A.

GENERAL CONDITIONS

1. Access to Records

The Contractor shall maintain, and the County and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor that are directly pertinent to the specific contract for the purpose of examination, excerpts, and transcripts for a period of three years after final payment for the initial or any renewal term, whichever shall be later. Copies of applicable records shall be made available upon request at a reasonable cost agreed upon in advance.

2. Representations

The Contractor represents that it and its personnel possess the capabilities, resources, and personnel necessary to perform the services described in Attachment A and provide efficient and satisfactory service to the County; and that the work will be performed in a professional manner, consistent with accepted industry standards.

3. Survivability

The expiration or termination of this contract shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Order of Precedence

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the County, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict:

- a) this contract's terms and conditions
- b) the County's RFP
- c) the Contractor's proposal in response to the RFP.

5. Early Termination of Contract

- a) The County and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b) The County, on fifteen (15) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- c) Either the County or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Except in accordance with section 5 (a) or 5 (b) above, prior to such termination, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- d) This contract is funded solely by CDBG-DR funds. The County reserves the right to terminate this contract immediately should such funds become unavailable for any reason or, should CDBG-DR funds be prorated, to terminate this contract in part.

6. Payment on Early Termination

- a) In the event of termination under subsection 5(a) or 5(b), Early Termination of Contract hereof, the County shall pay the Contractor for work performed in accordance with the Contract prior to the termination date and Contractor shall reimburse to County any prepaid but unearned amounts.
- b) In the event of termination under subsection 5(c), Early Termination of Contract hereof, by the Contractor due to a breach by the County, then the County shall pay the Contractor as provided in subsection (a) of this section.

- c) In the event of termination under subsection 5(c), Early Termination of Contract hereof, by the County due to a breach by the Contractor, then the County shall pay the Contractor as provided in subsection (a) of this section.
- d) In the event of early termination, all of the Contractor's work product produced under this contract as defined in Section 15 will become and remain property of the County.

7. Remedies

- a) In the event of termination under subsection 5(c), Early Termination of Contract, hereof, by the County due to a breach by the Contractor, then the County may complete the work either itself, by agreement with another contractor or by a combination thereof. The remedies provided to the County under section 5, Early Termination of Contract and section 7, Remedies for a breach by the Contractor shall not be exclusive. The County also shall be entitled to any other equitable and legal remedies that are available.
- b) In the event of breach of this Contract by the County, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c), Early Termination of Contract and section 6(b), Payment on Early Termination hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written approval of the Director of the Mobile County Grants Department. Notwithstanding approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Contractor hereunder.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations, all of which are incorporated by this reference.

10. Indemnity—Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the County, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, including payment of attorneys' fees and costs, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract.

Nothing in this section requires the Contractor or its insurer to indemnify the County for any claims or losses arising out of death, or bodily injury to

persons, or property damage caused by the negligence of the County. This provision will survive the expiration or termination of this contract.

11. Indemnity—Claims for Professional Liability

Contractor shall defend, save, and hold harmless the County, its officers, agents, and employees, from all claims, suits, or actions arising out of the negligent professional acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees, including payment of attorneys' fees and costs, in performance of professional services under this contract. Nothing in this section requires the Contractor or its insurer to indemnify the County for any claims or losses caused by the negligence of the County. This provision will survive the expiration or termination of this contract.

12. Indemnity—Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

13. Insurance

During the term of this contract the Contractor shall maintain in force at its own expense, the insurance coverages noted on Attachment B, attached hereto and made a part hereof by reference. As evidence of such coverages, the Contractor shall furnish acceptable insurance certificates to the County upon request.

14. Licenses

The Contractor shall maintain all licenses, permits, and other authorizations necessary to provide the services as are required by federal, state and local laws.

15. Ownership of Work Product

All work products produced by the Contractor under this contract are the exclusive property of the County. "Work product" shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor hereby irrevocably assigns and transfers to the County all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the County. Contractor

waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications.

16. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

17. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

18. Waiver

The failure of the County to enforce any provision of this contract shall not constitute a waiver by the County of that or any other provision.

19. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Alabama. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Mobile County.

21. Amendments

All changes in the consideration due hereunder, and all amendments to this contract (with the exception of changes in the Statement of the Work) must be made by written agreement of the parties and approved by the Mobile County Commission. Changes in the Statement of the Work may be made by written request of the Director of the Mobile County Grants Department, on a task order basis; provided, changes which will increase the consideration due hereunder must be approved by the Mobile County Commission.

22. Prohibited Interest

- a) No County officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- b) No County officer or employee who participated in the award of

this Contract shall be employed by the Contractor during the period of the Contract.

23. Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- a) A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

24. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Contract. The Contractor shall not take or fail to take any action in a manner that causes the County or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the County's prior written consent.

25. Merger Clause

Except as provided in paragraph 4 hereof, this contract and Attachment A and B constitute the entire agreement between the parties. Except as provided in paragraph 21, no waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing, approved by the Mobile County Commission, and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings,

agreements, or representations, oral or written, not specified herein regarding this contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he or she has read this contract, understands it and agrees to be bound by its terms and conditions.

26. Alabama Taxpayer Protection Act

By signing this contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

27. SIGNATURES

This Contract shall be signed in two (2) counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly authorized representative on the date or dates set opposite their signature, respectively.

[SIGNATURE PAGES FOLLOW.]

Mobile County, Alabama

11/30/2023

Date

ATTEST:

DocuSigned by:
Glenn L. Hodge
65FA8863DD8F467...

Glenn L. Hodge
County Administrator

DocuSigned by:
Randall Dueitt
E322D492064E42D

Randall Dueitt, President
Mobile County Commission

11/22/2023

Date

Bradley R. Grining

Hagerty Consulting, Inc.

Print Name: Bradley R. Grining

Title: Chief Operating Officer

Add notary acknowledgment for state in which contract will be signed by contractor.



**ATTACHMENT A
STATEMENT OF THE WORK
SCOPE OF WORK**

Fee Structure

Hagerty will provide labor and material at rates shown below. Tasks are to be priced separately on a task order basis As Described In Attachment A Work Plan, including onsite visits as agreed upon, as Mobile County identifies specific additional needs.

Direct Costs	
Billing Levels	
Project Manager	Munafo (\$200)
Project Executive	Gimont (\$250)
Senior Advisor	Fitch (\$200) Ware (\$200)
Senior Support Staff	Wentworth (\$175)
Support Staff	Beam (\$140)
Junior Support Staff	Napier (\$130)
Other Direct Cost Travel and Misc.	All other direct costs (e.g. travel) incurred by Hagerty will be charged based on actual costs and incurred in alignment with the US General Services Administration Federal Travel Regulations.

Hagerty Consulting reserves the right to add or remove staff members as needed, with notice and an opportunity to reject a replacement candidate that does not meet criteria for the position.

ATTACHMENT B**INSURANCE REQUIREMENTS**

Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the County at limits and coverages specified herein. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

The Contractor shall require any and all subcontractors, sub-subcontractors, and Third Party Organizations to maintain the same insurance as specified.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A VII and must be acceptable to the County. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the County for prior approval.

(a) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

- Coverage to include
 - Premises and Operations
 - Personal Injury and Advertising Injury
 - Products/Completed Operations
 - Independent Contractors
 - Contractual Liability
 - Abuse & Molestation
- The County, its employees, and agents shall be named as additional insureds.

(b) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The policy shall name the County as an Additional Insured.

(c) Worker's Compensation and Employer's Liability – IF APPLICABLE

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Each Employee
	\$1,000,000 Policy Limit

This policy shall be endorsed to Waive All Rights of Subrogation against the County, its employees, and agents.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the County **PRIOR** to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the County.

If a policy of insurance as evidenced by any such certificate expires or is canceled during the term of this Contract, any payments due by or requested from the County hereunder will be suspended.