

**CONSULTING SERVICES CONTRACT FOR  
LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER  
RECOVERY PROGRAM**

**Between the  
STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT**

**And**

**CENTER FOR PLANNING EXCELLENCE, INC.**

**PO 2000 435 494**

This Agreement (hereinafter referred to as the “Agreement” or “Contract”) is entered into by and between the CENTER FOR PLANNING EXCELLENCE, INC. (“Consultant” or “CPEX”), and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT (“OCD/DRU” or “State”). Consultant and the OCD/DRU may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

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OFFICE OF  
COMMUNITY DEVELOPMENT  
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DISASTER RECOVERY UNIT

**I. SCOPE OF SERVICES**

**A. Goals and Objectives**

OCD/DRU is an administrative unit of the State of Louisiana responsible for development and oversight of disaster recovery programs funded with the U.S. Department of Housing and Urban Affairs (HUD) Community Development Block Grant (CDBG-DR) awards made to the state. Based on the State of Louisiana Louisiana’s Initial Action Plan for the Utilization of CDBG Funds in Response to the 2016 Severe Storms and Flooding Events (the “Action Plan”). Action Plan Amendment Number 3, was approved by HUD on November 2, 2017. This amendment added the Watershed Modeling and Planning allocation for \$9,800,799. OCD/DRU seeks assistance as reflected in Exhibit A, Scope of Work, in completing all tasks in conjunction with this effort.

**B. Statement of Work**

See Exhibit A, Scope of Work, attached hereto and made a part hereof for details and deliverables.

The due dates given in Exhibit A may be extended with written approval of the OCD/DRU.

The OCD/DRU is not responsible for providing desktop hardware or software, peripheral equipment, or user Internet connectivity.

**C. Contract Monitor/Performance Measures**

The contract monitor for OCD/DRU on this Agreement is the Executive Director of the Disaster Recovery Unit or designee. The performance measures for this Agreement shall include the successful performance and completion of Consultant's obligations as provided in this Agreement.

**D. Monitoring Plan**

The OCD/DRU will monitor the services provided by Consultant and the expenditures of funds under this Agreement. The OCD/DRU contract monitor or his designee will be primarily responsible for the routine contact with Consultant and the monitoring of Consultant's performance. Monitoring of performance under this Contract will be conducted through tracking of progress as well as through regular meetings, not less than very six months, between the OCD/DRU and Consultant.

**E. Deliverables**

The Contract will be considered complete when Consultant has delivered and the OCD/DRU has accepted all deliverables specified in this Agreement.

**F. Substitution of Key Personnel**

Consultant's key personnel assigned to this Agreement may not be replaced without the written consent of the OCD/DRU. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any employee of Consultant becomes unavailable due to the resignation, illness, or other factors outside of Consultant's control, Consultant shall be responsible for providing an equally qualified replacement.

## II. PAYMENT PROCESS

- A. The maximum amount of this Contract is forty nine thousand, eight hundred forty five and 00/100 DOLLARS (\$49,845.00) (the "Funds"). Invoices for expenses payable under this Contract shall be submitted to the Executive Director of the OCD/DRU, or designee, for approval using a standard invoice format provided by the OCD/DRU.

Consultant shall submit with each invoice the description of the deliverable being billed, and such other information as the OCD/DRU deems necessary to process the invoice. Each deliverable must be approved in writing by OCD/DRU before payment for that deliverable can be made. Payment for each deliverable will be the total amount listed in Exhibit B.

Following review and approval of the invoice by the Executive Director of designee, approved invoices shall be submitted to the OCD/DRU Finance manager, or designee, for approval of payment. Invoices not approved by the Executive Director or the Finance Manager, or their respective designees, shall not be paid, but returned to Consultant for further processing.

- B. Services under this Contract shall be invoiced in accordance with the Exhibit B, Budget, attached hereto and incorporated herein. Upon approval of payment by OCD/DRU as provided for above, payment will be made to Consultant via electronic funds transfer.
- C. In the event of non-compliance with this Contract, the OCD/DRU may withhold payment to CPEX until the OCD/DRU deems that CPEX has bought the services within compliance. Noncompliance on one deliverable funded under this Contract may serve as a basis to withhold payment on other deliverables under this Contract.
- D. Costs for equipment are not reimbursable under this Contract. Eligible travel costs shall be reimbursed in accordance with PPM 49, if provided for in Exhibit B, Budget. The State will make every reasonable effort to make payments within 25 work days of approval of invoice.

### **III. TERM OF CONTRACT; TERMINATION OR SUSPENSION OF CONTRACT**

#### **A. Contract Term**

This Contract shall begin on September 1, 2018 and end August 31, 2019, unless terminated early under the provisions herein. The Contract may be extended by mutual agreement up to the maximum legal time limit, subject to all legally required approvals.

#### **B. Termination/Suspension for Cause**

The OCD/DRU may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if Consultant materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Consultant to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Consultant of reports to the OCD/DRU, HUD or their auditors, reports that are incorrect or incomplete in any material respect, provided Consultant is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Consultant shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD/DRU shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. Consultant shall be paid for all authorized Services properly performed prior to termination.

Any payment to Consultant shall be limited to the compensation provided in this paragraph. Consultant shall not be entitled to lost profits, lost revenue or any other compensation or damages.

**C. Termination for Convenience**

The OCD/DRU may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to Consultant. Consultant shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Agreement. . Any payment to Consultant shall be limited to the compensation provided in this paragraph. Consultant shall not be entitled to lost profits, lost revenue or any other compensation or damages.

**D. Termination Due to Unavailable Funding**

The continuation of this Agreement is contingent upon the appropriation and release of funds by the OCD/DRU to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD/DRU for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Consultant shall be paid for all authorized Services properly performed prior to termination. Any payment to Consultant shall be limited to the compensation provided in this paragraph. Consultant shall not be entitled to lost profits, lost revenue or any other compensation or damages.

**IV. Indemnification and Limitation of Liability**

**A. Force Majeure**

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from Acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Agreement.

**B. Indemnification and Limitation of liability**

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or subConsultants and shall fully indemnify and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any real or personal tangible property which may occur, or in any way grow out of, any act or omission of the Consultant, its agents, employees, servants, partners or subconsultants, without limitation, or any and all costs, expenses and/or attorney fees incurred by

Consultant as a result of any claims, demands, suits or causes of action, except hoses claims , demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Consultant in the defense of claims, but this shall not affect the Consultant's responsibility for the handling of and expenses for all claims.

If applicable, Consultant will indemnify, defend and hold the OCD/DRU harmless, without limitation, from and against any and all damages, expenses, including reasonable attorneys' fees, claims, judgments, liabilities and costs which may be finally assessed against the OCD/DRU in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the OCD/DRU shall give the Consultant:

- (i) Prompt written notice of any action, claim or threat of infringement suit, or other suit;
- (ii) The opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense; and
- (iii) Assistance in the defense of any such action at the expense of Consultant.

Where a dispute or claim arises relative to a real or anticipated infringement, the OCD/DRU may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration may require.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reasons or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion to take action in the following order of precedence:

- (i) To procure for the OCD/DRU the right to continue using such item(s) or part(s) thereof, as applicable;
- (ii) To modify the component so that it becomes non-infringing equipment of at least equal quality and performance;
- (iii) To replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance; or
- (iv) If none of the foregoing is commercially reasonable, then provide monetary compensation to the OCD/DRU up to the dollar amount of this Agreement.

The OCD/DRU may, in addition to other remedies available to them at law or equity and upon notice to Consultant, retain such monies from amounts due

Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **Workers Compensation Indemnity**

In the event Consultant is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Consultant, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Consultant, its owners, agents and employees. The parties further agree that Consultant is a wholly independent Consultant and is exclusively responsible for its employees, owners, and agents. Consultant hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

## **V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS**

### **A. Taxes**

CPEX is responsible for payment of all applicable taxes from the funds to be received under this Agreement. CPEX's federal tax identification number is 20-3827040, DUNS# 038280611, State tax identification 1611722.

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue (LDR) shall determine that the prospective Consultant is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of this contract by the Office of State Procurement (OSP). The prospective Consultant hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Consultant's tax payment compliance may be verified. The prospective Consultant further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this Contract by OSP. The contracting agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the Consultant fail to resolve any identified apparent

outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

**B. State Furnished Resources**

The OCD/DRU will provide specific project information to Consultant necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to Consultant by the OCD/DRU shall remain the property of the OCD/DRU and shall be returned by Consultant to the OCD/DRU, upon request, at termination, expiration or suspension of this Agreement.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Consultant, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD/DRU, and shall, upon request, be returned by Consultant to the OCD/DRU at termination or expiration of this Agreement. Cost incurred by Consultant to compile and transfer information for return to the OCD/DRU shall be billed on a time basis, subject to the maximum amount of this Agreement. Software and other materials owned by Consultant prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Consultant.

**C. Sub-consultants**

Consultant may, with prior written permission from the OCD/DRU, enter into subcontracts with third parties ("Sub-consultants") for the performance of any part of Consultant's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Consultant to the OCD/DRU for any breach in the performance of Consultant's duties. Sub-consultants' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Sub-consultants seeking to restrain the ability of the Sub-consultants to perform any services for the OCD/DRU shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Sub-consultant.

**D. Fund Use**

Consultant agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual



information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Consultant and all Sub-consultants shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant and each Sub-consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**E. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to the OCD/DRU's operation which are designated confidential by the OCD/DRU and made available to Consultant in order to carry out this Contract, or which become available to Consultant in carrying out this Contract, shall be protected by Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD/DRU. The identification of all such confidential data and information as well as the OCD/DRU's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD/DRU in writing to Consultant. If the methods and procedures employed by Consultant for the protection of Consultant's data and information are deemed by the OCD/DRU to be adequate for the protection of OCD/DRU's confidential information, such methods and procedures may be used, with the written consent of the OCD/DRU, to carry out the intent of this paragraph. Consultant shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Consultant's possession, is independently developed by Consultant outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Consultant under this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD/DRU. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

In the event that the Consultant is required by or requested pursuant to applicable law, regulation, stock exchange rule or legal process to disclose any confidential information, the Consultant shall, to the extent practical and permitted by law, provide the OCD/DRU with written notice of such demand or requirement for

disclosure so that the OCD/DRU may object to the disclosure and see to protect its confidential information and/or waive compliance with the terms of this agreement. In the event that a protective order or other remedy is not obtained, or the OCD/DRU waives compliance with the provisions hereof, the Consultant agrees to furnish only that portion of the confidential information that it reasonably determines, in consultation with its counsel, is legally required to be disclosed, and to exercise all commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the confidential information it discloses.

## **F. Insurance**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

**Consultant's Insurance:** The Consultant shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Consultant shall not allow any sub-consultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Consultant shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Consultant shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subconsultant during the performance of work covered by the contract from claims or damages for personal injury, including

accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Professional Liability Insurance. Consultant shall maintain during the life of the Contract such Professional Liability Insurance which shall protect it, the OCD/DRU, and any Sub-consultants during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the professional services provided by Consultant or its Sub-consultants pursuant to this Agreement. In the absence of specified regulations, the amount of coverage shall be as follows: Professional Liability Insurance: Combined single limits of no less than \$1,000,000.

Subconsultant's Insurance: The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

#### **G. Audits and Inspections**

It is hereby agreed that the OCD/DRU, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Consultant and/or its sub-consultants that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and

make excerpts or transcripts of all relevant data upon providing Consultant or sub-consultant, as appropriate, with reasonable advance notice. Consultant and its sub-consultants shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Consultant or sub-consultant, as appropriate.

Failure of Consultant and/or its sub-consultant to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD/DRU's option, result in the withholding of future payments and/or return of funds paid under this Agreement.

Any payment to Consultant shall be limited to the compensation provided in this paragraph. Consultant shall not be entitled to lost profits, lost revenue or any other compensation or damages.

#### **H. Copyright**

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD/DRU and all such rights shall belong to the OCD/DRU.

#### **I. Covenant Against Contingent Fees and Conflicts of Interest**

Consultant shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD/DRU shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Consultant, or agents, sub-consultant, member of the governing body of Consultant or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

Consultant shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. Consultant agrees to immediately notify the OCD/DRU if

potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**J. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities**

The work to be performed under this Contract shall be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Consultant agrees to send to each labor organization or representative of workers with which Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Consultant's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

Consultant agrees to include this section 3 clause in every contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that any Sub-consultant is in violation of the regulations in 24 CFR part 135. Consultant's Sub-consultants will not subcontract with any subconsultants where such Sub-consultant has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 CFR part 135.

Consultant certifies that any vacant employment positions, including training positions, that are filled (1) after such Consultant is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent such Consultant's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Consultant's contracts that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### **K. Discrimination and Compliance Provisions**

Consultant and its sub-consultants shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Consultant and its sub-consultants shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Consultant or its sub-consultants, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

**L. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**M. Clean Air Act, Clean Water Act and Other Requirements**

Consultant agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq. (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD/DRU recognizes that Consultant is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.

**N. Energy Efficiency**

Consultant shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Consultant and its Sub-consultants. The OCD/DRU will provide such standards and policies to Consultant as a pre-condition of this stipulation.

**O. Eligibility Status**

Consultant, and each tier of Sub-consultants, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

**P. Drug-Free Workplace Requirement**

Consultant hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Consultant and any third parties using funds under this Agreement in accordance with 48 FAR part 23.500, et seq.

**Q. Documentation and Record Keeping**

The Consultant shall maintain all records required by the Federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Consultant is responsible for having all Subconsultants maintain all records required by the Federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Consultant shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of OCD/DRU's federal grant providing the funds for this Contract. Consultant will be notified of the grant closeout date by OCD/DRU.

**R. Financial Management**

The Consultant shall administer its program in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The Consultant is responsible for having all its Subconsultants and project sponsors administer their programs in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**VI. MISCELLANEOUS PROVISIONS**

**A. No Assignment**

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns. Nothing in this provision shall prevent Consultant from entering into subcontracts with one or more sub-consultants as provided elsewhere in this Agreement.



**B. Severability**

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

**C. Applicable Law, Remedies, and Venue**

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. R.S. 39:1672.2-1672.4 Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**D. Entire Agreement**

This Agreement and any attachments specifically incorporated herein by reference, constitute the entire agreement between the Parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

**E. No Authorship Presumptions**

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

**F. Amendments, Supplements and Modifications**

This Agreement may not be amended, supplemented or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend,

supplement or modify this Agreement. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties.

The OCD/DRU may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Consultant to execute the written amendment required by the OCD/DRU may constitute, at the OCD/DRU's discretion, a basis for termination of this Agreement for cause.

**G. Delay or Omission**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**H. Legal Authority**

Consultant assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Consultant legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Consultant is obligated to perform under this Agreement.

**I. Public Communications**

Consultant shall not issue any public communications regarding the Program and Consultant's activities under this Agreement without the prior consent of the OCD/DRU.

**J. Safety**

Consultant shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Consultant shall take or cause to be taken such additional safety and health measures as Consultant may determine to be reasonably necessary.

**K. Provision Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Agreement shall forthwith be amended to make such insertion or correction.

**L. Ownership**

All records, reports, documents and other material delivered or transmitted to Consultant by OCD/DRU shall remain the property of OCD/DRU, and shall be returned by Consultant to OCD/DRU, at Consultant's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of OCD/DRU, and shall, upon request, be returned by Consultant to OCD/DRU, at Consultant's expense, at termination or expiration of this Agreement.

**M. No Third Party Beneficiaries**

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The OCD/DRU and the Consultant are and shall remain the only parties to this Agreement and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Agreement. The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Consultant. This provision does not affect the indemnity and insurance obligations under this Contract.

**N. Waiver of Non-Competition Enforcement**

Consultant agrees to waive enforcement of each and every contract provision it may have restraining employees of Consultant, a subconsultant under this Contract, or one or more subconsultants' employees from employment or contracting with the State.

**O. Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or

sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD/DRU:

Executive Director  
Disaster Recovery Unit  
Office of Community Development  
Division of Administration  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Facsimile: 225-219-9605


To Consultant:

Camille Manning-Bromme  
President and CEO  
Center for Planning Excellence, Inc.  
100 Lafayette St.  
Baton Rouge, LA 70801  
225-389-7198  
[Camille@CPEX.org](mailto:Camille@CPEX.org)


**BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY.**

DONE AND SIGNED by the Parties on the dates set forth below:

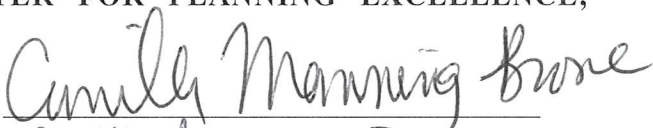
**OFFICE OF COMMUNITY DEVELOPMENT,  
DISASTER RECOVERY UNIT**

By:   
Name: Patrick W. Forbes  
Title: Executive Director  
Date: 6.17.19

**DIVISION OF ADMINISTRATION**

By:   
Name: Desiree Honoré Thomas  
Title: Assistant Commissioner, DOA  
Date: 6/18/2019

**CENTER FOR PLANNING EXCELLENCE,  
INC.**

By:   
Name: Camille Manning - Broome  
Title: President & CEO  
Date: June 13, 2019

**EXHIBIT A A**  
**SCOPE OF WORK**  
/

**Objective:** Develop a long term resiliency plan (the “All Hazards Plan”) for East Baton Rouge Parish (EBR) consistent with FEMA’s National Disaster Recovery Framework (NDRF) for Louisiana that will enable the EBR Municipal Office of Homeland Security and Emergency Preparedness (MOSHEP) to implement disaster response and recovery coordinated with the NDRF for Louisiana.

**TASK I:** Collect, assemble and analyze data relative to EBR’s risk, mitigation options and necessary remedial actions This will include support of and participation in meetings of the six (6) NDRF subcommittees in EBR, as well as 3-4 public meetings to solicit input from citizens.

Due Date: November 30, 2018

**TASK II:** Create a list of possible resilience projects for review by OCD/DRU, FEMA and the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP).

Due Date: June 30, 2018

**Task III:** Draft the All Hazards Plan and present to FEMA, GOSHEP, and OCD/DRU.

Due Date: January 31, 2019

**TASK IV:** Edit All Hazards Plan consistent with the input of FEMA, GOSHEP, and OCD/DRU.

Due Date: February 28, 2019

**TASK V:** Provide the final version of the All Hazards Plan to the EBR City Parish Council for review.

Due Date: April 15, 2019

**TASK VI:** Participate in EBR City Parish Council review and approval of the All Hazards Plan. Coordinate with FEMA, GOSHEP, and OCD/DRU regarding modifications of the All Hazards Plan requested by EBR City Parish Council necessary for EBR adoption of plan. If applicable, re-present modified All Hazards Plan to EBR City Parish Council for review and consideration with participation by Consultant as necessary.

Due Date: May 31, 2019

**Deliverable due dates may be adjusted with the written approval of OCD/DRU without need to amend to this Agreement.**

**EXHIBIT B**

**BUDGET**

Compensation under the Agreement shall be the following unit prices, upon acceptance by OCD/DRU of all deliverables and confirmation of completion of the associated tasks. No costs or travel shall be payable or reimbursable under the Agreement.

<b>TASK I</b>	<b>\$9,038.00</b>
<b>TASK II</b>	<b>\$4,782.50</b>
<b>TASK III</b>	<b>\$14,410.00</b>
<b>TASK IV</b>	<b>\$13,572.50</b>
<b>TASK V</b>	<b>\$6,722.00</b>
<b>TASK VI</b>	<b>\$1,320.00</b>
<b>TOTAL</b>	<b>\$49,845.00</b>

Each invoice must include a narrative describing activities performed to complete each task above along with dates, where appropriate, and responsible parties and including support documentation as required by OCD/DRU.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation from OCD/DRU under the Agreement.