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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

GREATER NEW ORLEANS, INC.

PO 2000302979

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DISASTER RECOVERY UNIT

This Agreement (hereinafter referred to as the "Agreement" or "Contract") is entered into by and between the GREATER NEW ORLEANS, INC. ("Consultant" or "GNO"), 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."

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, including awards under the National Disaster Resiliency program. In January 2016, HUD awarded the State of Louisiana \$92.6 million in NDR funds. Of this total, \$39,750,000 was designed for the Louisiana's Strategic Adaptations for Future Environments (LA SAFE) program. In furtherance of the development and implementation of the LA SAFE program, OCD/DRU seeks assistance as reflected in Attachment A, Scope of Work, in completing all tasks in conjunction with this effort.

B. Statement of Work

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

The due dates given in Attachment 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 every 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, nine hundred ninety nine and 00/100 DOLLARS (\$49,999.00) (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 of the OCD/DRU Funding column reflected in the corresponding budget for that deliverable in Attachment 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 Attachment 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 GNO until the OCDDRU deems that GNO has bought the Program 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 Attachment 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 May 1, 2017 and end on September 30, 2018, 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.

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.

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.

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. Indemnity

Consultant shall be fully liable for the negligent acts, errors and omissions of its agents, employees, partners or Sub-consultants and shall fully indemnify and hold the OCD/DRU harmless, including payment of attorney fees and costs, from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by a negligent act, error or omission of Consultant, its agents, employees, partners or sub-consultants; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the OCD/DRU. For all claims for the negligent acts, errors and omissions of its employees, partners or sub-consultants, where liability is not otherwise set forth in the Contract as being "without limitation" and regardless of the basis on which the claim is made, Consultant's liability for damages shall be the greater of \$100,000, the dollar amount of the Contract, two (2) times the charges rendered by the Consultant under the Contract, or the limits of the insurance specified under this Agreement, provided that the specified insurance maintained and collectible. It is

further agreed that the insurance provided will include contractual liability coverage insuring Consultant for the obligations under this indemnity agreement.

V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS

A. Taxes

GNO is responsible for payment of all applicable taxes from the funds to be received under this Agreement. GNO's federal tax identification number is 72-0272090, DUNS# 783998792, State tax identification 1363928.

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue (LDR) shall determine that the prospective contractor 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 contractor 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 contractor's tax payment compliance may be verified. The prospective contractor 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 Contractor 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.

Consultant shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement.

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.

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 exhibits 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

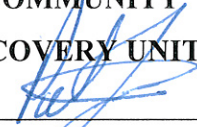
To Consultant:

Michael Hecht,
President and CEO
GNO, Inc.
1100 Poydras Street, Suite 3475
New Orleans, LA 70163
Facsimile: 504-527-6970

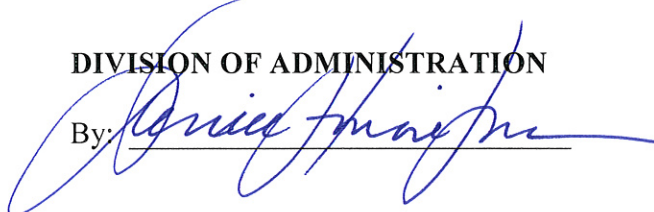
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DONE AND SIGNED by the Parties on the dates set forth below:

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

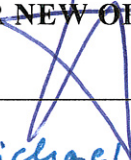
By: 
Name: Patrick W. Forbes
Title: Executive Director
Date: 10-20-17

DIVISION OF ADMINISTRATION

By: 

Name: Desiree Honoré Thomas
Title: Assistant Commissioner, DOA
Date: 10/23/2017

~~GREATER NEW ORLEANS, INC.~~

By: 
Name: Michael Hecht
Title: President & CEO
Date: 8/7/2017

ATTACHMENT A, SCOPE OF WORK

LA SAFE and the Business Community: *Creating a More Resilient Economy in Southeast Louisiana*

Greater New Orleans, Inc. will provide the following work and deliverables to OCD-DRU that will comprise the economic development component for the LA SAFE Resilience Strategy plans for each of the six parishes within the LA SAFE Resilience Planning area.

Scope of Work

In coordination with the La SAFE team and process, GNO, Inc. will perform the following work plan. Payments will be made for each phase upon submission of all associated deliverables and subsequent approval of the deliverables by OCD-DRU.

Phase I Setting the Context— June-August, 2017

GNO, Inc. will conduct business and industry outreach to identify challenges, concerns and opportunities pertaining to jobs and economic assets on the local levels in each of the 6-parishes. GNO, Inc. will utilize this engagement opportunity to build awareness among EDOs and business groups about the LA SAFE initiative and its goals. GNO, Inc.'s strategy will include the following:

1. EDO Partner Briefings: GNO, Inc. will utilize its partnerships with the economic development agencies on the local level in all six parishes in the LA SAFE process to contact each of these partners in this phase through phone calls, email exchanges and in-person meetings to brief them on the LA SAFE process, and draft a list of employer contact names, email addresses and key business interests.

2. Business Roundtables: Via each local EDO partner's membership database, GNO Inc. will work with the EDO partners to send out email invitations and place follow-up phone calls to key stakeholders in the business community, inviting them to an initial in-person business roundtable meeting in each of the six LA SAFE resilience planning parishes to discuss La SAFE process and assess company/industry specific challenges and opportunities around the following:

- Workforce
- Distribution/Logistics
- Supply Chain Management
- Insurance/Business Costs
- Buildings/Infrastructure/Real Estate
- Local/State/Federal Policies and Regulations

Phase I Deliverables Due September 15, 2017:

1. Schedules/records of EDO briefings and partner meetings.
2. Notes/summaries of Business Roundtables with key issues/opportunities highlighted,
3. List of employers and business interests.
4. 4. Summary of key issues and opportunities gathered in the Business Roundtables

Phase I Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING PORTION | TOTAL BUDGET |
|-------------------------|--------------------------------|---------------------|
| Personnel | 11,409.43 | 11,409.43 |
| Fringe Benefits | 1,585.11 | 1,585.11 |
| Travel | 315.00 | 315.00 |
| Design & Printing | 350.00 | 350.00 |
| Meeting Costs | - | - |
| Project Delivery | 1,092.76 | 1,092.76 |
| TOTAL | 14,752.30 | 14,752.30 |

Phase II Planning and Project Goals —September-October, 2017

GNO, Inc. will work with the LA SAFE team to incorporate recommendations and concepts for specific economic development projects and needs in each parish into the respective planning efforts. Specifically, GNO, Inc. will work with Parish Captains to ensure projects, programs and policies address the aforementioned needs discussed in the Business Roundtables. Specifically, GNO, Inc. will:

1. **Contextualize Data, Research and Outreach Findings:** Based on the work in Phase I, GNO, Inc. will work with Parish Captains to include relevant economic development data, research and outreach findings into the programs, projects and policies recommended for each parish. Specifically, GNO, Inc. will have meetings and phone calls with Parish Captains to discuss the currently slated programs, policies, and projects for each Parish. GNO, Inc. will then draft or edit recommendations and/or content to ensure the feedback of business and economic development leaders is reflected and/or relevant to workforce and economic development trends and statistics are included in the parish plans.
2. **Conduct Business/Industry Follow-Up:** Based on the feedback of the Business Roundtables conducted in Phase I and the overall LA SAFE planning process, GNO, Inc. will contact (via email or phone) specific businesses and/or industry groups in each of the six parishes and conduct more targeted conversations (either in person, over the phone, or via email) to align the feedback of the initial Business Roundtable conversations with further project planning and goal setting for LA SAFE project types. Contact may also include follow up meetings, lunches, as well as additional emails and/or phone calls to

ensure engagement in the process, answer further questions, and/or discuss specific project ideas and concepts.

3. Leverage University Relationships and Workforce Efforts: GNO, Inc. will identify connections between economic development concerns and workforce training providers by conducting a LA SAFE briefing and workforce discussion with Career Technical Education (CTE) directors, as well as briefings with leadership at two and four year colleges and universities. These briefings and discussions will include exploring specialized training for incumbent workers experiencing career shifts due to relocation, building career or certification programs for jobs in environmental management, and/or linking business schools/departments to local economic development partners and chambers for business continuity plans and workshops.

Phase II Deliverable Due October 31:

1. A report compiling the recommendations and research and outreach findings provided to Parish Captains including the recommended economic development strategies, projects, programs, and/or interventions for each parish in the LA Safe process.
2. A report detailing overarching strategies and recommendations for regional economic development, including workforce preparedness, training and education opportunities, and business adaptation assistance.
3. A detailed list of linkages between two and four year schools and industry partners and how those translate into training and certification programs for jobs in environmental management and other job opportunities in the six parish planning area.

Phase II Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | TOTAL BUDGET |
|-------------------------|------------------------|---------------------|
| Personnel | 11,398.63 | 11,398.63 |
| Fringe Benefits | 1,583.01 | 1,583.01 |
| Travel | 315.00 | 315.00 |
| Design & Printing | 350.00 | 350.00 |
| Meeting Costs | - | - |
| Project Delivery | 1,091.73 | 1,091.73 |
| TOTAL | 14,738.37 | 14,738.37 |

Phase III Outreach and Engagement/Program Development —October-November 2017

Outreach and Engagement

GNO, Inc. will call and/or email EDO partners and business and industry contacts to schedule follow-up briefings where the potential programs, projects and policies identified for each parish can be presented. Working in tandem with the overall outreach and vetting process of the La SAFE team, GNO, Inc. will ensure that the same businesses and partners who were engaged in the initial phases of outreach were aware of the LA SAFE outcomes, project concepts and overall

plan content. GNO, Inc. will recommend changes and revisions as appropriate to the LA SAFE model, based on this round of feedback from the business community. Specifically, GNO, Inc. will:

1. Host follow-up meetings with business and industry organizations in the six parishes to present updated information on LA SAFE: including, but not limited to, project selection criteria, key projects, as well as policies and programs identified.
2. Engage (via phone calls, meetings, or email) with key employers, business groups and/or industry contacts to explore potential opportunities and/or challenges set forth by the identified projects, programs and policies.

Program Development

GNO, Inc. will work with the La SAFE team to incorporate succinct recommendations and concepts for specific economic development projects into the parish planning efforts. These projects would address the aforementioned areas of workforce; distribution and logistics; supply chain management; insurance and business costs; buildings, infrastructure and real estate concerns; local, state, and federal policies and regulations.

These recommended projects will be based on the above outreach and data analysis, and will be tailored to specific parishes, and potentially specific industries. Such recommendations may include, but are not limited to:

a. Business Adaptation Plans/Planning: Develop planning processes to serve as tools and resources to effectively guide businesses through strategic adaptations to future conditions taking into consideration that different types of business will have varying expectations and considerations around adapting business models to future conditions.

b. Workforce Development Programs: Identify workforce development programs that accommodate the influx of new populations into some communities and identify new workforce strains and opportunities, and what these pressure points might be on a parish and/or industry level. GNO, Inc. will work with two and four year schools to appropriately position their programs and training resources to address transportation and housing needs in communities where populations are retreating and workers may need to be imported.

c. Resilience Focused Site Selection Services: Work with the Louisiana Economic Development (LED) and local EDO's to develop specific site requirements focused on resiliency and add these requirements to the site selection process for incoming and existing businesses to better direct the build out and location of major employment and/or distribution centers.

d. Relocation/Retrofitting Tax Credit or Incentive Programs: Provide an approach to analyzing the efficacy of a tax incentive or credit for the expense to businesses of any size or type for either relocating their operations and/or hardening, elevating, or otherwise improving their facilities due to environmental threats.

Phase III Deliverable Due October 31, 2017:

1. Report on outreach/engagement of business communities (including meeting agendas and sign-in sheets).
2. Report detailing industry specific feedback on resilience plans,
3. Recommendations for addressing concerns with draft LA SAFE plans.
4. A report outlining recommended economic development strategies, projects, programs, interventions for each parish in the La Safe process.
5. Overarching strategies and recommendations for regional economic development,
6. Analysis of a tax incentive or credit for hardening, elevating or otherwise improving business facilities due to environmental threat.

Phase III Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | OTHER SUPPORT | TOTAL BUDGET |
|-------------------------|------------------------|----------------------|---------------------|
| Personnel | 5,367.00 | 13,725.23 | 19,092.23 |
| Fringe Benefits | 639.98 | 1,736.31 | 2,376.29 |
| Travel | 540.00 | 692.31 | 1,232.31 |
| Design & Printing | 600.00 | 2,307.69 | 2,907.69 |
| Meeting Costs | - | 2,307.69 | 2,307.69 |
| Project Delivery | 571.76 | 2,307.69 | 2,879.45 |
| TOTAL | 7,718.74 | 23,076.92 | 30,795.66 |

Phase IV Draft Resilience Plans—November, 2017

Based on the feedback from the outreach and meetings above, GNO, Inc. will work with Parish Captains and the LA SAFE team to incorporate further feedback and recommendations from the business community into both the Parish specific plans and the overall LA SAFE strategy. Specifically, GNO, Inc. will:

1. Review and draft revisions, as needed, to projects, programs and policies in the LA SAFE Parish resilience plans based on the input from the business community.
2. Provide draft overarching recommendations to ensure greater support and/or inclusion of the business community moving forward.

Phase IV Deliverables Due November 30, 2017:

1. A report synthesizing industry specific feedback on resilience plans, including all final recommendations made for addressing economic development and business concerns with LA SAFE plans.

Phase IV Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | OTHER SUPPORT | TOTAL BUDGET |
|-------------------------|------------------------|----------------------|---------------------|
| Personnel | 5,367.00 | 9,150.15 | 14,517.15 |
| Fringe Benefits | 639.98 | 1,157.54 | 1,797.52 |
| Travel | 360.00 | 461.54 | 821.54 |
| Design & Printing | 400.00 | 1,538.46 | 1,938.46 |
| Meeting Costs | - | 1,538.46 | 1,538.46 |
| Project Delivery | 541.36 | 1,538.46 | 2,079.82 |
| TOTAL | 7,308.34 | 15,384.62 | 22,692.95 |

Phase V Finalize Resilience Plans—November-December, 2017

GNO, Inc. will work with the LA SAFE team to ensure broad support and awareness from the business community and other relevant stakeholders around the final parish resilience plans. Additionally, GNO, Inc. will capture and synthesize the outreach and process undertaken with business and industry stakeholders in the six parishes, recommending next steps and future opportunities for engagement moving forward.

Phase V Deliverables Due December 31, 2017:

1. Record of outreach to business community stakeholders updating them on finalized projects and next steps in the LA SAFE process.
2. A recommendation guide for economic development outreach and adoption, documenting the process undertaken throughout 2017 and next steps for continued advancement.

Phase V Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | OTHER SUPPORT | TOTAL BUDGET |
|-------------------------|------------------------|----------------------|---------------------|
| Personnel | 1,341.75 | 2,287.54 | 3,629.29 |
| Fringe Benefits | 159.99 | 289.38 | 449.37 |
| Travel | 90.00 | 115.38 | 205.38 |
| Design & Printing | 100.00 | 384.62 | 484.62 |
| Meeting Costs | - | 384.62 | 384.62 |
| Project Delivery | 135.34 | 384.62 | 519.95 |
| TOTAL | 1,827.08 | 3,846.15 | 5,673.23 |

Phase VI Adoption and Implementation—January-May 2018

GNO, Inc. will continue working with parishes to adopt and implement economic development and business related recommendations of LA SAFE plan. Additionally, GNO, Inc. will conduct an outreach in each of the other six parishes in GNO, Inc.'s region not included in the LA SAFE process to make them aware of best practices and opportunities to replicate specific outcomes and/or models.

Phase VI Deliverables Due May 31, 2018:

1. 1. Record of ongoing outreach to business, industry and economic development stakeholders in the 6-parish region,
2. 2. Record of outreach and engagement to business, industry and economic development stakeholders outside of the La SAFE process, but within the GNO, Inc. 10-parish region,
3. 3. Strategy recommending scaling and replication opportunities for economic development models and best practices piloted or launched in the La SAFE process.

Phase VI Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | OTHER SUPPORT | TOTAL BUDGET |
|-------------------------|------------------------|----------------------|---------------------|
| Personnel | 2,683.50 | 4,575.08 | 7,258.58 |
| Fringe Benefits | 319.99 | 578.77 | 898.76 |
| Travel | 180.00 | 230.77 | 410.77 |
| Design & Printing | 200.00 | 769.23 | 969.23 |
| Meeting Costs | - | 769.23 | 769.23 |
| Project Delivery | 270.68 | 769.23 | 1,039.91 |
| TOTAL | 3,654.17 | 7,692.31 | 11,346.48 |

Deliverable due dates may be adjusted with the written approval of OCD-DRU without need to amend to this agreement.

ATTACHMENT B

BUDGET

Phase I Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | TOTAL BUDGET |
|-------------------------|------------------------|---------------------|
| Personnel | 11,409.43 | 11,409.43 |
| Fringe Benefits | 1,585.11 | 1,585.11 |
| Travel | 315.00 | 315.00 |
| Design & Printing | 350.00 | 350.00 |
| Meeting Costs | - | - |
| Project Delivery | 1,092.76 | 1,092.76 |
| TOTAL | 14,752.30 | 14,752.30 |

Phase II Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | TOTAL BUDGET |
|-------------------------|------------------------|---------------------|
| Personnel | 11,398.63 | 11,398.63 |
| Fringe Benefits | 1,583.01 | 1,583.01 |
| Travel | 315.00 | 315.00 |
| Design & Printing | 350.00 | 350.00 |
| Meeting Costs | - | - |
| Project Delivery | 1,091.73 | 1,091.73 |
| TOTAL | 14,738.37 | 14,738.37 |

Phase III Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | OTHER SUPPORT | TOTAL BUDGET |
|-------------------------|------------------------|----------------------|---------------------|
| Personnel | 5,367.00 | 13,725.23 | 19,092.23 |
| Fringe Benefits | 639.98 | 1,736.31 | 2,376.29 |
| Travel | 540.00 | 692.31 | 1,232.31 |
| Design & Printing | 600.00 | 2,307.69 | 2,907.69 |
| Meeting Costs | - | 2,307.69 | 2,307.69 |
| Project Delivery | 571.76 | 2,307.69 | 2,879.45 |
| TOTAL | 7,718.74 | 23,076.92 | 30,795.66 |

Phase IV Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | OTHER SUPPORT | TOTAL BUDGET |
|-------------------------|------------------------|----------------------|---------------------|
| Personnel | 5,367.00 | 9,150.15 | 14,517.15 |
| Fringe Benefits | 639.98 | 1,157.54 | 1,797.52 |
| Travel | 360.00 | 461.54 | 821.54 |
| Design & Printing | 400.00 | 1,538.46 | 1,938.46 |
| Meeting Costs | - | 1,538.46 | 1,538.46 |
| Project Delivery | 541.36 | 1,538.46 | 2,079.82 |
| TOTAL | 7,308.34 | 15,384.62 | 22,692.95 |

Phase V Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | OTHER SUPPORT | TOTAL BUDGET |
|-------------------------|------------------------|----------------------|---------------------|
| Personnel | 1,341.75 | 2,287.54 | 3,629.29 |
| Fringe Benefits | 159.99 | 289.38 | 449.37 |
| Travel | 90.00 | 115.38 | 205.38 |
| Design & Printing | 100.00 | 384.62 | 484.62 |
| Meeting Costs | - | 384.62 | 384.62 |
| Project Delivery | 135.34 | 384.62 | 519.95 |
| TOTAL | 1,827.08 | 3,846.15 | 5,673.23 |

Phase VI Budget:

| EXPENSE CATEGORY | OCD/DRU FUNDING | OTHER SUPPORT | TOTAL BUDGET |
|-------------------------|------------------------|----------------------|---------------------|
| Personnel | 2,683.50 | 4,575.08 | 7,258.58 |
| Fringe Benefits | 319.99 | 578.77 | 898.76 |
| Travel | 180.00 | 230.77 | 410.77 |
| Design & Printing | 200.00 | 769.23 | 969.23 |
| Meeting Costs | - | 769.23 | 769.23 |
| Project Delivery | 270.68 | 769.23 | 1,039.91 |
| TOTAL | 3,654.17 | 7,692.31 | 11,346.48 |

TOTAL BUDGET FOR ALL PHASES:

| EXPENSE CATEGORY | OCD/DRU FUNDING | OTHER SUPPORT | TOTAL BUDGET |
|-----------------------------|----------------------------|--------------------------|-------------------------|
| Personnel | \$37,567.31 | \$29,738.00 | \$67,305.31 |
| Fringe Benefits | \$4,928.06 | \$3,762.00 | \$8,690.06 |
| Travel | \$1,800.00 | \$1,500.00 | \$3,300.00 |
| Design & Printing | \$2,000.00 | \$5,000.00 | \$7,000.00 |
| Meeting Costs | - | \$5,000.00 | \$5,000.00 |
| Project Delivery | \$3,703.63 | \$5,000.00 | \$8,703.63 |
| TOTAL | \$49,999.00 | \$50,000.00 | \$99,999.00 |

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.