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DISASTER RECOVERY UNIT

**INTERAGENCY AGREEMENT**  
**Between**  
**THE STATE OF LOUISIANA**  
**Through the**  
**OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT**  
**And**  
**THE STATE OF LOUISIANA**  
**Through the**  
**GOVERNOR’S OFFICE OF HOMELAND SECURITY AND EMERGENCY**  
**PREPAREDNESS**

PO 2000422035

This Agreement is made between the State of Louisiana through the Office of Community Development, Disaster Recovery Unit (“OCD-DRU”) and the State of Louisiana through the Governor’s Office of Homeland Security and Emergency Preparedness (“GOHSEP”), collectively referred to herein as “Party” or “Parties”, under the following terms and conditions.

**1 SCOPE OF SERVICES**

**1.1 CONCISE DESCRIPTION OF SERVICES**

GOHSEP will provide enhanced services to support the Community Development Block Grant-Disaster Recovery (CDBG-DR)-funded Non-Federal Cost Share Match Program in the processing and tracking compliance of Project Worksheets (PWs) associated with the Severe Storms and Floods of 2016.

**1.2 STATEMENT OF WORK**

Further details of the Statement of Work are contained in Attachment I, Statement of Work, attached hereto and made a part hereof, which defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, and establishes the responsibilities for accomplishing these tasks.

**1.3 GOALS AND OBJECTIVES**

1. Provide OCD-DRU with the timely review and processing of close-out of PWs associated with the Severe Storms and Floods of 2016 to support the CDBG-DR compliant payment of the required match component associated with the eligible PWs.
2. Ensure agreed upon documentation to support PW costs is maintained and accessible to OCD-DRU.
3. Provide notice to OCD-DRU within five (5) business days of PW close-out and other changes to PW costs.

#### **1.4 PERFORMANCE MEASURES**

The performance of this Agreement will be measured by the State Program Manager (SPM), who is authorized on behalf of the OCD-DRU to evaluate GOHSEP's performance against the criteria included in Attachment I, Statement of Work.

#### **1.5 MONITORING PLAN**

OCD-DRU shall appoint a State Program Manager (SPM) for this Agreement who will provide oversight of the activities conducted hereunder. Notwithstanding any responsibility of GOHSEP for management during the performance of this Agreement, the assigned SPM shall be the principal point of contact on behalf of OCD-DRU and will be the principal point of contact for GOHSEP concerning GOHSEP's performance.

The SPM will monitor the services provided by GOHSEP and expenditure of funds under the Agreement. The SPM will also be primarily responsible for the day-to-day monitoring of GOHSEP's performance. GOHSEP agrees to submit to OCD-DRU, on a schedule and dates to be agreed upon by GOHSEP and OCD-DRU, but not less than every six months, a report of project progress in a format to be provided by OCD-DRU.

The SPM will approve all invoices prior to payments being made in accordance with Attachment II, Budget.

#### **1.6 DELIVERABLES**

The Agreement will be considered complete when GOHSEP has delivered and OCD-DRU has accepted all deliverables specified in Attachment I, Statement of Work.

#### **1.7 SUBSTITUTION OF KEY PERSONNEL**

GOHSEP agrees to inform OCD-DRU in writing of any replacement of GOHSEP personnel assigned to this Agreement within a reasonable amount of time following any such replacement. In the event that any OCD-DRU or GOHSEP personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this Agreement, outside of OCD-DRU's or GOHSEP's reasonable control, as the case may be, OCD-DRU or GOHSEP shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

### **2 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS**

#### **2.1 TERM OF AGREEMENT**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2021 unless otherwise terminated prior to such time in accordance with the terms and conditions of this Agreement.

#### **2.2 TAXES**

GOHSEP is responsible for payment of all applicable taxes from the funds to be received under this Agreement. GOHSEP's federal tax identification number is 84-1702974, DUNS#110613903.

### **2.3 COPYRIGHT**

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

Software and other materials owned by GOHSEP prior to the date of this Agreement and not related to this Agreement shall be and remain the property of GOHSEP.

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

### **2.4 COVENANT AGAINST CONTINGENT FEES AND CONFLICTS OF INTEREST**

GOHSEP 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 warrant, OCD-DRU shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the 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 GOHSEP, or agents, member of the governing body of GOHSEP 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 Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of GOHSEP, OCD-DRU may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and OCD-DRU determines that undue hardship will result either to GOHSEP or the person affected by applying the prohibition, and that the granting of a waiver is in the public interest. No such request for exception shall be made by GOHSEP which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

### **2.5 SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

The work to be performed under this Agreement is 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 Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this

Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

GOHSEP agrees to send to each labor organization or representative of workers with which GOHSEP has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of GOHSEP'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.

GOHSEP agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. GOHSEP will not subcontract with any subcontractor where GOHSEP has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

GOHSEP will certify that any vacant employment positions, including training positions, that are filled (1) after GOHSEP 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 GOHSEP'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. Parties to this Agreement 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).

## **2.6 DISCRIMINATION AND COMPLIANCE PROVISIONS**

GOHSEP and its contractors agree to 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 Section 109 of the Housing and Community Development Act of 1974; and 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.

GOHSEP and its contractors agree not to 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 GOHSEP or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

## **2.7 CODE OF ETHICS**

GOHSEP acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to GOHSEP in the performance of services called for in this Agreement. GOHSEP 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.

In addition to the Louisiana Ethics Code, GOHSEP and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Agreement by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Agreement between OCD-DRU and GOHSEP.

## **2.8 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.

## **2.9 CLEAN AIR ACT, CLEAN WATER ACT AND OTHER REQUIREMENTS**

GOHSEP 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 GOHSEP 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.

## **2.10 ENERGY EFFICIENCY**

GOHSEP 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 GOHSEP and its subcontractors.

## **2.11 ELIGIBILITY STATUS**

GOHSEP, and each tier of subcontractors, certifies 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.

GOHSEP has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

## **2.12 DRUG-FREE WORKPLACE REQUIREMENT**

GOHSEP hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. 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 GOHSEP and any third parties using funds under this Agreement in accordance with 48 FAR part 23.500, et seq.

## **3 COMPENSATION AND MAXIMUM AMOUNT OF AGREEMENT**

In consideration of the services required by this Agreement, OCD-DRU hereby agrees to pay to GOHSEP a maximum amount of **\$558,000**.

Payments may be requested by GOHSEP upon final approval of the Agreement by the Office of State Procurement and in accordance with Attachment II, Budget. All invoices shall include supporting documentation acceptable to OCD-DRU. The Parties may agree, in writing, to a revision of the costs in Attachment II; provided however, that in no case shall any such revisions exceed the total amount under the Agreement.

No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

Indirect costs are not reimbursable under this Agreement.

Costs for equipment are not reimbursable under this Agreement.

Eligible travel costs shall be reimbursed in accordance with PPM49 if provided for in the Budget.

Payments are predicated upon successful completion efforts and written approval by OCD-DRU of the described tasks as provided in the Agreement. Payments will be made to the GOHSEP after written acceptance of services and approval of invoices by OCD-DRU.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095, attention State Program Manager. OCD-DRU will make every reasonable effort to make payments within thirty (30) work days of the receipt of the invoice.

## **4 TERMINATION**

### **4.1 TERMINATION FOR CAUSE**

OCD-DRU may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if GOHSEP 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 GOHSEP to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by GOSHEP of reports to OCD-DRU, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided GOHSEP 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, GOHSEP shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if GOHSEP shall violate any of the covenants, contracts, or stipulations of this Agreement, OCD-DRU shall thereupon have the right to terminate this Agreement by giving written notice to GOHSEP of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. GOHSEP shall be paid for all authorized services properly performed prior to termination.

Any payment to GOHSEP shall be limited to the compensation provided in this paragraph. GOHSEP shall not be entitled to any other compensation or damages.

### **4.2 TERMINATION FOR CONVENIENCE**

OCD-DRU may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to GOHSEP. Upon receipt of notice of termination from OCD-DRU, GOHSEP shall, unless the notice directs otherwise, immediately discontinue work and placing orders for materials, facilities, services and supplies in connection with the performance of this Agreement. GOHSEP shall be entitled to payment on requests for services performed up to the date of termination contained within the notice, to the extent that requests represent activities satisfactorily completed under the terms of this Agreement.

GOHSEP may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to OCD-DRU, such written notification to the setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, if OCD-DRU determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either the Termination/Suspension for Cause provision of this Agreement or the foregoing paragraph of this Termination for Convenience provision.

#### **4.3. TERMINATION DUE TO UNAVAILABLE FUNDING**

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to OCD-DRU to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to OCD-DRU for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. GOHSEP shall be paid for all authorized services properly performed prior to termination.

#### **4.4 OBLIGATIONS GOVERNING USE OF CDBG-DR FUNDS SURVIVE TERMINATION**

Termination of this Agreement under any of the foregoing provisions 4.1 through 4.3 shall not alter or diminish GOHSEP's obligations governing the use of CDBG-DR funds under applicable statutes and regulations or under this Agreement and/or cease any of GOHSEP's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to GOHSEP in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by GOHSEP under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

#### **4.5. PAYMENT UPON TERMINATION**

Except as in the event of termination or suspension for cause under Paragraph 4.1 above, GOHSEP shall be entitled to payment on invoices submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

#### **5 INDEMNIFICATION**

To the extent that GOHSEP is permitted to and utilizes the services of any third parties in performance of GOHSEP's duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold GOHSEP and OCD-DRU harmless and defend and indemnify GOHSEP and OCD-DRU from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor and/or subcontractor's performance or nonperformance of the services.

#### **6 NO ASSIGNMENT**

GOHSEP shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of OCD-DRU. This provision shall not be construed to prohibit GOHSEP from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to OCD-DRU and the Office of State Procurement.



**7 APPLICABLE LAW, REMEDIES, AND VENUE**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. 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, and State of Louisiana.

**8 E-VERIFY**

GOHSEP acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Agreement.

**9 RECORD OWNERSHIP**

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by GOHSEP, 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 remain owned by GOHSEP but accessible to OCD-DRU, as specified under this agreement. Software and other materials owned by GOHSEP prior to the date of this Agreement and not related to this Agreement shall be and remain the property of GOHSEP. OCD-DRU will provide specific Program information to GOHSEP necessary to complete services described herein.

All records, reports, documents and other material delivered or transmitted to GOHSEP by OCD-DRU shall remain the property of OCD-DRU and shall be returned by GOHSEP to OCD-DRU, if requested, at termination, expiration or suspension of this Agreement.

**10 COMMISSIONER'S STATEMENTS**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Agreement, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

**11 CONTRACTOR'S COOPERATION**

GOHSEP has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, GOHSEP shall not limit or impede the State's right to audit or shall not withhold State owned documents.

**12 FUND USE**

GOHSEP agrees not to use Agreement proceeds 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 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.

GOHSEP and all subcontractors 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. GOHSEP and each subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

### **13 NO AUTHORSHIP PRESUMPTIONS**

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal contractor 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 contractor) 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.

### **14 AMENDMENTS, SUPPLEMENTS AND MODIFICATIONS**

This Contract 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 contract not incorporated into the Agreement is binding on any of the Parties.

### **15 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.

### **16 LEGAL AUTHORITY**

GOHSEP assures and guarantees that it possesses the legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services GOHSEP is obligated to perform under this Agreement.

### **17 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:

If to OCD-DRU:

Executive Director  
State of Louisiana  
Division of Administration  
Office of Community Development  
Disaster Recovery Unit  
Mailing Address: P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
(225) 219.9600 (fax) (225) 219.9605  
[Patrick.Forbes@la.gov](mailto:Patrick.Forbes@la.gov)

If to GOHSEP:

James Waskom  
Director  
GOHSEP  
7667 Independence Blvd.  
Baton Rouge, LA 70806  
225.925.7345  
[James.Waskom@la.gov](mailto:James.Waskom@la.gov)

#### **14 RIGHT TO AUDIT**

It is hereby agreed that 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 GOHSEP and/or its subcontractors 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 GOHSEP or subcontractor, as appropriate, with reasonable advance notice. GOHSEP and its subcontractors 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 GOHSEP or subcontractor, as appropriate.

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

GOHSEP 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 OCD-DRU's federal grant providing the funds for this Agreement. GOHSEP will be notified of the grant

grant providing the funds for this Agreement. GOHSEP will be notified of the grant closeout date by OCD. Records shall be made available during normal working hours for this purpose.

## 15 SUBCONTRACTORS

GOHSEP may, with prior written permission from OCD-DRU, enter into subcontracts with third parties for the performance of any part of GOHSEP's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of GOHSEP to OCD-DRU for any breach in the performance of GOHSEP's duties.

## 16 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI or the State of Louisiana Self-Insurance fund administered by the State Office of Risk Management.

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

**GOHSEP's Insurance:** GOHSEP shall not commence work under this Agreement until it has obtained all insurance required herein. A proof of coverage letter provided by the State Office of Risk Management or 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. GOHSEP shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, GOHSEP shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall provide notice of cancellation in accordance with policy terms and conditions to the State of Louisiana.

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

**Commercial General Liability Insurance:** GOHSEP shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the Agreement 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 Agreement, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of 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 GOHSEP or his subcontractors. 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 GOHSEP, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Agreement included therewith.

**Licensed and Non-Licensed Motor Vehicles:** GOHSEP shall maintain during the life of the Agreement, 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 Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** GOHSEP shall require that any and all subcontractors, which are not protected under GOHSEP's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of GOHSEP.

## **17 SEVERABILITY**

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

## **18 ENTIRE AGREEMENT**

This Contract constitutes the entire understanding of the undertakings between the Parties with respect to the subject matter hereof and thereof, superseding all negotiations, prior discussions, and preliminary Contracts 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.

## **19 PUBLIC COMMUNICATIONS**

OCD-DRU and GOHSEP shall coordinate all public communications regarding activities within the Program funded under this Agreement, except for duly submitted public record requests.

## **20 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. OCD-DRU and GOHSEP 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 Agreement and all reports and deliverables issued hereunder are for the sole use and reliance of OCD-DRU, unless expressly agreed in writing by OCD-DRU and GOHSEP. This provision does not affect the indemnity and insurance obligations under this Agreement.

## **21 SAFETY**

GOHSEP shall exercise proper precaution at all times for the protection of persons and property, either on or off the work place, in connection with its performance of the work. The safety

provisions of applicable laws and building and construction codes, in addition to applicable specific safety and health regulations described by 29 CFR 1925, if any, shall be observed and GOHSEP shall take or cause to be taken such additional safety and health measures as GOHSEP may determine to be reasonably necessary.

**22 APPLICABILITY OF PROVISIONS INCLUDED/EXCLUDED FROM AGREEMENT**

Failure to expressly reference any applicable federal or state regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein. Likewise, execution of this Agreement will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the CDBG-DR funds provided herein or to the particular services performed under this Agreement, except with respect to the citation of LSA R.S. 39:1672.2-1672.4 which procedure shall be adopted to apply to this Agreement.

**23 OCD-DRU RECOGNITION**

GOHSEP shall insure recognition of the role of OCD-DRU and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, GOHSEP will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

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THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

Signed:  \_\_\_\_\_

5.30.19

Name: Patrick W. Forbes

Date

Title: Executive Director

**Office of Community Development**

Signed:  \_\_\_\_\_

6/3/2019

Name: Desiree Honoré Thomas

Date

Title: Assistant Commissioner, DOA

**Division of Administration**

Signed:  \_\_\_\_\_

5/22/2019

Name: CASEN TINUBU

Date

Title: DEPUTY DIRECTOR

**Governor's Office of Homeland Security and Emergency Preparedness**

### Statement of Work

The OCD-DRU has established the CDBG-DR Non-Federal Cost Share Match Program under the Severe Storms and Floods of 2016 allocation to allow for HUD CDBG-DR funds to cover the non-federal match requirement for FEMA PA and HMGP funds.<sup>1</sup> The same federal procurement regulations apply to procurement for the non-federal match portion of FEMA Public Assistance Funds, administered through GOHSEP, and to the procurement for the CDBG-DR Non-Federal Match Program, administered by OCD-DRU. While the core federal requirements are the same, there exist some variations in the processes of each party to this Agreement. Disaster-related projects identified in Project Worksheets (PW) approved by the Federal Emergency Management Agency (FEMA) and GOHSEP and eligible under the CDBG-DR Non-Federal Cost Share Match Program must be procured in accordance with applicable laws and executive orders. In an effort to reduce administrative cost and duplication of effort, OCD-DRU has established collaboration protocols with GOHSEP to perform agreed-upon review steps and collect designated documents for PWs submitted for payment under the CDBG-DR Non-Federal Cost Share Match Program.

GOHSEP shall perform the following tasks and services:

- Provide file storage within GOHSEP's designated system of record for the uploading of CDBG-DR-specific documents by grantees of the CDBG-DR)-funded Non-Federal Cost Share Match Program and OCD-DRU staff. GOHSEP will provide OCD-DRU staff the permissions necessary to access and review documents submitted by the grantee(s). GOHSEP will make any necessary system changes to allow for uploading and review of such documents.
- Prioritize the review and closeout of PWs associated with the Severe Storms and Floods of 2016, since OCD-DRU procedures establish that payments under the CDBG-DR Non-Federal Cost Share Match Program will be made at closeout, unless expressly approved to be paid at a different time.
- Maintain its current review processes regarding grantee procurement and assist OCD-DRU staff in ensuring the availability of at GOHSEP's subcontractor staff in order to train such staff on the procurement variations between FEMA and HUD-CDBG-DR regulations.
- Establish and maintain comprehensive files documenting compliance with the procurement regulations set forth in 2 CFR 200 for all PWs designated for review by OCD-DRU.
- Notify OCD-DRU staff of any PW which fails to meet the procurement requirements set forth in 2 CFR 200 or which involves any instances of variation in process that requires review by OCD-DRU.

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<sup>1</sup> See Federal Register 5989-N-01 and LA Action Plan and ensuing Amendments ([http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx)).



- Certify that the respective non-federal match amount payable by OCD-DRU has supporting documentation and/or actual source documents to substantiate said costs and that these documents are uploaded for each PW at closeout in GOHSEP's designated system of record.

**Deliverable**

- Provide a report detailing all PWs approved during the preceding month and the status of any other PWs currently under review within fifteen (15) calendar days after the close of each month.
- For each PW approved for closeout, provide a written or electronic certification that the non-federal match amount payable by OCD-DRU has supporting documentation and/or actual source documents that substantiate said costs and that these documents are available in GOHSEP's designated system of record within five (5) business days of closeout status approval by FEMA.

**Attachment II  
Budget**

<b>CATEGORY</b>	<b>AMOUNT</b>
<b>LLA* costs for large project review</b>	<b>\$220,000</b>
<b>LLA&amp; costs for small project review</b>	<b>\$158,000</b>
<b>Software Modification/Upgrade to LAPA system</b>	<b>\$ 50,000</b>
<b>GOHSEP Staff Salaries and Benefits</b>	<b>\$100,000</b>
<b>Travel</b>	<b>\$ 30,000</b>
<b>TOTAL</b>	<b><u>\$558,000</u></b>

**\*Louisiana Legislative Auditor**

**Payment will be made in accordance with invoices received and approved by OCD-DRU and in accordance with the budget given above.**

**The Parties may agree, in writing, to a revision of the costs in Attachment II without the need to amend this Agreement; provided however, that in no case shall any such revisions exceed the total amount under the Agreement.**