

# CONTRACT FOR PROFESSIONAL SERVICES

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This agreement (“Agreement”) is made and entered into on 9/16, 2016 (“Effective Date”) by and between St. Bernard Parish Government located at 8201 West Judge Perez Drive, Chalmette, LA 70043 (“Client”) and S & K Professional Services, LLC located at 208 Phyllis Ct. New Orleans, Louisiana 70123 (“S&K”) (collectively herein as “the Parties”).

WHEREAS, Client desires S&K to provide services in connection with the Disposition Outreach for LLT Disposition and Maintenance Program (“Project”); therefore, in consideration of the mutual promises and agreements of the Parties herein, the Parties agree as follows:

## ARTICLE 1 - SCOPE OF SERVICES

- 1.1 **Scope of Work.** S&K shall perform the services and provide the deliverables described in Attachment A (“Services”) all as more fully detailed in Attachment B, S&K’s proposal dated June 6, 2016 S&K hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, S&K shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which S&K is engaged in providing similar services in other Louisiana towns and parishes under the same or similar circumstances.
- 1.2 **Client Data and Rely-Upon.** Client shall furnish, without expense to S&K and on a timely basis, the data and information reasonably required by S&K to provide the Services. In performing the Services, S&K shall be entitled to rely upon the sufficiency, accuracy, and completeness of such data and information furnished by or on behalf of Client and S&K assumes no responsibility as to the sufficiency, accuracy, and completeness of such data and information.
- 1.3 **Change Orders.** Either Party shall have the right to request, in writing, changes in the Services. S&K shall not perform any such change in the Services unless compensation, schedule and scope of work are mutually agreed by Parties in writing. Only written authorization by signature of the Director of Public Works or the Parish President constitutes a directive for any change related to this agreement.
- 1.4 **Schedule.** S&K agrees to diligently perform the Services and exercise commercially reasonable efforts to meet the estimated schedule. Notwithstanding the above, it is expressly understood and agreed that S&K shall not be liable as guarantor of the estimated schedule. The Services shall commence upon the Effective Date. Such Services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. See Attachment A in the scope of services and deliverables.
- 1.5 **Acceptance.** Except where this Agreement provides different criteria, Services will be accepted if they have been performed in accordance with the specifications applicable to the Services. Upon notification by S&K that a Service (or deliverable) has been completed and is available for review and acceptance, Client will use commercially reasonable efforts to review within ten (10) business days after the notification, but in no event later than fifteen (15) business days after the notification. S&K will correct unaccepted Services (or deliverables) per the Warranty. All accepted services (and deliverables) remain subject to the Warranty.
- 1.6 **Representations and Warranties.** S & K represents and warrants that (a) S&K has not employed or retained any entity or person, other than a bona fide employee or Subcontractor working solely for S&K, to solicit or secure this Agreement nor has S&K paid or agreed to pay

any entity or person, other than a bona fide employee or Subcontractor, any gift, commission S&K in securing this Agreement; (b) S&K, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against S&K in accordance with its terms; (c) S&K is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder; (d)

S&K and its subcontractors have the requisite expertise, qualifications, staff, materials and equipment in place and available to enable them to fully perform the Services and S&K, along with its employees, as required, and all subcontractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services; (e) as of the Effective Date of this Agreement, S&K has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement; (f) S&K is not in breach of any federal, state or local statute or regulation applicable to S&K or its operations; (g) S&K is fully and adequately insured for and as a result of the actions of S&K or its employees or subcontractors in the performance of its obligations under this Agreement; and (h) S&K has read and fully understand the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

## **ARTICLE 2 - COMPENSATION**

2.1 **Compensation.** Client agrees to compensate S&K for the Services on a on a lump sum “Fixed Fee” basis not to exceed \$400,000.00.

2.2 **Payment.** S&K shall invoice Client on a monthly basis for work completed, reviewed and accepted as complete by the Owner. All payments by Client to S&K shall be made within 30 (30) days of Client’s receipt of S&K’s invoice. The method of payment shall be a percentage of task complete not to exceed the agreed to dollar amount for each task to be completed per the schedule of payments attached as “Attachment A”

S&K assumes all responsibility for payment of taxes from the funds received under this Agreement.

## **ARTICLE 3 - LIABILITY AND INDEMNIFICATION**

3.1 **Indemnification.** S&K & Client agree to the Indemnity provisions of Attachment C.

3.2 **Insurance.** S&K and Client agree to the Insurance provisions of Attachment C.

3.3 **Consequential Damages Waiver.** Neither Party shall, under any circumstances or in any event, be liable to other Party for any special, punitive, indirect, incidental, or consequential damages of any nature, including, without limitation, loss of actual or anticipated profits or revenues; loss of production, by reason of shutdown, non-operation, or otherwise; increased expense of manufacturing or operation; loss of use; increased financing costs; or cost of capital.

## **ARTICLE 4 - TERMINATION**

4.1 **Termination for Convenience.** If Client should find it necessary to terminate this Agreement, Client may terminate this Agreement by giving at least fifteen (15) days’ written notice given to S&K. Upon S&K’s receipt of such notice of termination, S&K promptly shall take appropriate steps to stop the Services in an orderly manner and to terminate outstanding obligations and

commitments with the least practicable cost. Client shall pay S&K in full for all Services rendered through the termination date.

4.2 **Termination/Suspension for Default.** If either Party hereto is in default of any material obligation imposed upon it under this Agreement, including failure of payment, the other Party may give written notice of such default and indicate its intention to terminate or suspend this Agreement if same is not remedied within thirty (30) days or the defaulting Party has not taken reasonable steps to remedy the default within fifteen (15) days or, having initiated such steps, fails to follow through therewith, the other Party, at the end of the thirty (30) day period may give notice terminating this Agreement.

4.3 **Term and Survival.** The Agreement shall expire upon full payment by Client to S&K for the Services or per Sections 4.1 or 4.2, whichever occurs first. Subject to time limitations specified herein or imposed at law, the parties understand and agree that all terms and conditions of this Agreement, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein).

## **ARTICLE 5 –CONTROLLING LAW AND JURISDICTION**

5.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana, excluding any choice of law provisions that may direct the application of any laws of any other jurisdiction.

5.2 **Exclusive Jurisdiction.** Any and all disputes arising from or related to this Contract shall be brought exclusively in the Thirty-Fourth Judicial District Court for the Parish of St. Bernard.

## **ARTICLE 6 - ADDITIONAL TERMS AND CONDITIONS**

6.1 **Independent Contractor.** S&K is and shall remain an independent contractor in the performance of this Agreement, maintaining complete control of its personnel, workers, subcontractors and operations required for performance of its Services.

6.2 **Assignment.** Neither Party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Party. This provision shall not be construed to prohibit a Party from assigning to any banking, 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 to the other Party.

6.3 **Force Majeure.** Neither Client nor S&K shall be considered in default in the performance of the obligations hereunder, except with respect to payment of monies hereunder, if such performance is prevented or delayed because of unavailability of labor, war, hostilities, revolution, civil commotion, acts of terrorism, strike, epidemic, accident, fire, wind, flood; or because of any Act of God; or for any cause, whether similar or dissimilar, now or hereafter existing, beyond the reasonable control of the Party affected. The Party suffering a delay in its

performance caused by an above described occurrence shall give notice thereof to the other Party as soon as reasonably possible thereafter, and shall use reasonable efforts to overcome such delay. In the event of such an occurrence, the Parties shall consult to determine how to overcome the effect on the Project and shall mutually agree to any equitable adjustment to the compensation due S&K hereunder.

**6.4 Miscellaneous.** This Agreement is the entire agreement of the Parties on the subject matter hereof. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Client and S&K with respect to the subject matter hereof. In addition, this Agreement may not be modified or amended unless agreed by the Parties, reduced to writing, and signed by both the Client and S&K. Further, if any part of this Agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect. Headings in this Agreement are for convenience only and shall not affect the interpretation thereof.

**6.5 S&K Shall Not Discriminate.** In the performance of this Agreement, S&K (including its subcontractors) agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against (a) any employee of or any Client employee working with S&K in any of S&K's operations within St. Bernard Parish or (b) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by S&K (including its subcontractors) agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

**6.6 Equal Employment Opportunity.** S&K (including its subcontractors) further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with S&K. Further, S&K agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. S&K agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, S&K agrees all solicitations or advertisements for employees placed by or on behalf of S&K shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

## ARTICLE 7- CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS (6/14/2010 Version 2.0)

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)  
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the

United  
States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over \$10,000)

Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated

facilities are maintained. Contractor certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by

explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

Contractor further agrees that (except where it has obtained for specific time periods) Contractor will

obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964.

No

person shall, on the grounds of race, color, or national origin, be excluded from participation in,

be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT  
OF 1974

The Contractor shall comply with the provisions of 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 this title. 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.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 -  
COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS  
OPPORTUNITIES

A. The work to be performed under this contract 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.

- B. The parties to this contract 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.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor'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.
- D. The contractor 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. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. 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. 450e) also applies to the work to be performed under this contract. 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 contract 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).

## **6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

#### **8. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

#### **9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information,

as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## **10. FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

## **11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the end of the Contract.

## **12. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

## **13. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

## **14. CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be

incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246,  
AS AMENDED**

**(applicable to contracts and subcontracts of \$10,000 and under)**

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

**16. PATENTS**

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**17. COPYRIGHT**

No materials, to include but not limited to reports, maps, logos, websites, photos, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the

property of the Owner and all such rights shall belong to the Owner.

**18. TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his

obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

#### **19. TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

#### **20. ENERGY EFFICIENCY**

The Contractor shall comply with 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 (Public Law 94-163).

#### **21. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

#### **22. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

#### **23. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be

deemed to be inserted herein and the contract 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 application of either party the contract shall forthwith be physically amended to make such insertion or correction.

#### **25. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

#### **26. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

#### **27. ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

#### **28. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

#### **29. INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

#### **30. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

#### **31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the

use of Federal funds under this contract.

**32. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**33. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

**34. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS hereof, the Parties have executed this Agreement on the day and year first above written.

St. Bernard Parish Government

S&K Professional Services, LLC

Signature: 

Signature: 

Print: Barry McInnis

Print: Karen B. Greig

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: 09/16/2016

- This agreement, along with the following listed attachments, constitutes the entire agreement.
- Attachment A- & Phases I-IV St. Bernard Parish Disposition Outreach for LLT Disposition and Maintenance Program-S&K Scope of Services and Deliverables "Services"
- Attachment B- S&K Proposal Dated June 6, 2016
- Attachment C-Insurance Provisions
- Attachment D-Notice of Award dated July 7, 2016
- Attachment E-Non-Collusion and Non-Solicitation Affidavit
- Attachment F-Cost and Price Detail

Attachment A

St. Bernard  
Disposition Outreach for LLT Disposition and Maintenance Program  
Scope & Deliverables

## Deliverable #1=Outreach Plan/ Proposed 1<sup>st</sup> year Media Buys

### Outreach Plan :

**Part 1: Research** All research by S&K team needed to begin developing Outreach Plan. Includes all meetings, review of all pertinent program information for the three current programs underway, gathering & analyzing of all documents/resources and reviewing of any similar programs to glean success/failures to build upon for SBPG.

In addition, Market Research to be conducted by Gulf Coast Resources LLC to aid in determining target audiences and best ways to reach this target audience.

Plan to include Media Buying Plan based on research as well as suggested collateral & launch details.

#### Cost Estimate:

##### Part 1

Research/Initial Meetings/Review of Materials by

Principles (2): Estimated Hours: 30 @ \$75.00= \$4,500 not to exceed \$6,000. (This includes any changes and amendments as requested by SBPG after its review)

Marketing Director: Estimated hours 25+ : 1875.00 not to exceed \$2300.

Market Research Subcontractor, Gulf Coast Resources LLC : \$2,500....Not to exceed \$5,000.

Total: \$13,300

**Part 2: Development of Messages/Brand** (color schemes et al)/tag lines/Slogans/Logos/look and feel of campaign in preparation for media buys, website etc.

#### Cost Estimate

Principle Consulting: Estimated Hours 25 @ \$75.00= \$1875- Not to exceed \$2300

Creative/Art Director: Campaign Concepting/Art direction(Includes initial concepting meetings with SBPG: \$1050, Graphic Standards Manual \$650, Logo Design \$950: total \$ not to exceed \$3,000 (only in case of excessive revisions)

Still Photography: 10 Hours @ \$75: \$750 Not to exceed \$1,000

(To be used in any overall message/branding. Photos will also be utilized in collateral materials & website with more photography set for Deliverable #2)

Total= \$6,300

Timeline: 60 Days – Approximate delivery November 1, 2016  
Total Cost Estimate For Parts 1 & 2= Not to exceed \$19,600

## **Deliverable #2= Launch & Website**

**Part 3: Website:** 10 page WordPress Website with 10-15 fillable PDF forms:  
Not to exceed \$7,000.

Website Copywriting: Estimated 20 Hours @ \$60 = \$1200 not to exceed \$1800 (30 hours)

Project coordination/Consulting (principle) gathering of necessary information & PDF docs etc. Estimated 15 Hours @ \$75 = \$1125 Not to exceed \$1875 (25 hours)

Additional Still Photography as needed for Website: Estimated 15 hours @ \$75: \$1125

Video clips/Testimonials for website: Not to exceed \$2,000

Total Part 3= \$13,800

### **Part 4: Launch:**

Coordination of Launch to include media event (news conference/Tours) and release of website & launch of social media.

Project coordination by principles: Includes media coordination, press conference organization, press release, Tour coordination, working with parish officials, writing talking points, setting up interviews etc. Estimated Hours 30 @ \$75: \$2250 Not to exceed \$2625

Additional Publicity Help: Media kits etc. Estimated Hours 10 @ \$75 = \$750 not to exceed \$1050

Initial TV spot: 30 sec spot on outlets TBD to coincide with launch and website. Cost between \$10,000 - \$20,000 not to exceed overall \$60,000 1<sup>st</sup> year media budget.

Media Kits: Includes press release, jump drives of maps and photos and basic fact sheet /brochure \*includes printing, jump drives, folders but not brochure) Not to exceed \$1,500

Social Media Marketing: Set up of various accounts as needed FaceBook/Twitter initially and others as warranted. Estimated Hours 15 @ \$75 = \$1125. Not to exceed \$1425.00

Total for Part 4= \$6,600

Total for Parts 3 & 4= \$20,400

**Timeline:** To be delivered ASAP after plan approval. This allows for the month of Nov and initial Dec 2016 for plan changes and approval- with launch TBD in Dec if possible or early Jan of 2017 at latest to for completing website and all preps for Launch...with actual launch immediately thereafter.

## **Deliverable #3= Additional Media Buys & Collateral Materials**

**Part 5: Media Buys-** Finalizing of overall media placement plan to consist of strategic billboards, newspaper/Magazine ads, TV PSA's, Social media and

various target market pieces as needed and defined in part 1 research & outlined in Outreach Plan.

Initial media buys will consist of TV spots at time of launch and some additional media TBD after launch. Media Buying-coordination of schedules, location, frequency with media : NO Charge- 15% commission where applicable.

Media Buys: Not to exceed \$60,000 in Year one. Buys to be determined by target audience & desired reaches determined in initial research.

Total for Part 5: \$20,000 for 1<sup>st</sup> 3 months-and Not to exceed \$60,000 for year one.

**Part 6: Creative Development:** Includes Billboard design, newspaper/magazine ads/Social media ads/post cards/Rack Card/Brochure/door hanger: Not to exceed \$5,000

Copywriting: Includes all wording, contact information as needed for ads and collateral material (brochure/rack card/door hanger) Estimated Hours 20 @\$60=\$1200 Not to exceed \$1,380

Printing: Due to need for research on how many target audience direct mail pieces will be needed as well as door hangers etc. It is extremely hard to determine printing costs. An overall best guess estimate at this point would suggest no more than \$10,000

Mailing/Postage Costs: estimated \$1,000 (TBD by research-unknown at this time)

Total for Part 6: \$16,380

Timeline: Begin to work along with website and launch so that some materials are ready for launch and rest immediately after launch in month after launch (April).

## **Deliverable #4=Phase I Evaluation**

Principles & Creative Director: Extensive Review of launch and first 3 months of media buys and direct marketing applications with SBPG to determine effectiveness of campaign to date and determine any change in direction or tweaking of campaign as determined by these meetings/review. Estimated hours of review: 10 -not to exceed \$2,000. Continued monitoring and oversight of programs for next three months, begin to plan for year two. Not to exceed \$2,000

Timeline: Phase I Review to begin with first three months of media buying to be evaluated and assessment completed by July 31, 2017) Continued monitoring and oversight/assessment for next three months with planning for Phase II in Aug. and Sept 2017.

Total Cost: Not to exceed \$4,000

Total Phase I Estimated Costs \$120, 380

\*Note these costs are calculated using the 'not to exceed amounts'. Actual costs will likely be lower on several of the deliverables.

Timeline for Phase I and

Phase II, Phase II parts 2 & 3 can be found in the following Tables

Phase I 2016-2017 Outreach Plan & Design Work Disposition Outreach for LLT Disposition and Maintenance Work

Deliverable	Sept	Oct	Nov	Dec	Jan 2017	Feb	March	April	May	June	July	Aug	Sept	Cost
Outreach Plan														\$13,300
			DELIVER BY NOV 1 Review & amend plan as per SBPG											
Development Of Message/ Brand														\$6,300
			DELIVER BY NOV 1											
Website				Website launch										\$13,800
Launch														\$6,600
					Launch Dec or Jan									
Media Placement/ Buys														\$60,000
TV with Launch														
Development & Printing of Collateral Materials														\$17,380 + Postage/ Mailing



Phase II 2017- 2018 Outreach Plan & Design Work Disposition Outreach for LLT Disposition and Maintenance Work

Deliverable	Sept 2017	Oct	Nov	Dec	Jan 2018	Feb	March	April	May	June	July	Aug	Sept	Est. Cost
Outreach Plan Phase II Revise as needed														\$3,000
Targeting Of New Builder Bundle Participants														\$5,000
St. Bernard Family Day/Contests														\$5,000
Targeting new markets/ reaching more niche targets/Direct Mail etc./media placement														\$75,000
Monitoring of messages and review of effectiveness & monthly meetings with SBPG														\$9,600 per month)
Evaluation of Phase II														\$2,000

Total Cost not to exceed \$100,000

Phase II Part 2 2018-2019 Outreach Plan & Design Work Disposition Outreach for LLT Disposition and Maintner

*Attachment  
A-3*

Deliverable	Sept 2018	Oct	Nov	Dec	Jan 2019	Feb	March	April	May	June	July	Estimate	Total Cost not to exceed
Outreach Plan Phase III													
Define/Amend as needed													
Revisions to message/Target audience- including designs for print material													\$2,500
Media Buys/Direct Marketing (includes any printing/ mailing & media placement)													\$80,000
Monitoring of messages and review of effectiveness & monthly meetings with SBPG													\$9600 (\$800 per month)
Phase III Overall Evaluation													\$2,000

Total Cost not to exceed \$100,000

Phase II Part 3 2019- 2020 Outreach Plan & Design Work Disposition Outreach for LLT Disposition and Maintenance Work

Deliverable	Sept 2019	Oct	Nov	Dec	Jan 2020	Feb	March	April	May	June	Jul	Aug	Sept	Cost
Outreach Plan Phase IV														\$2,000
Website Changes or enhancements														
Research to determine new Markets														\$2,000
Redefining of Message														\$2,000
Events/Tours/Special Programs														\$5,000
Media Buys														\$65,000

Total Cost not to exceed \$79,620