

SUB-GRANT AGREEMENT

This Sub-grant Agreement (this "**Agreement**") is entered into this 2nd day of March, 2009 by and between The Center for Planning Excellence, Inc. ("**CPEX**"), appearing herein through its undersigned duly authorized representative, and The Parish of St. Charles ("**Sub-grantee**"), appearing herein through its undersigned duly authorized representative.

Recitals

- A. CPEX is a Louisiana nonprofit corporation that supports Louisiana communities with models, tools, and expertise to be used in participatory planning processes which help communities define and realize their visions.
- B. CPEX has obtained a grant from the United States Department of Housing and Urban Development ("**Grant**") to be used for the following purposes ("**Purposes**"):
 1. To assist Louisiana communities by providing seed funding for the hiring of local planning consultants in the development and execution of local Smart Growth plans.
 2. CPEX will work with these communities to structure a plan that addresses future growth by protecting natural resources, leveraging resources, considering future housing needs and incorporating Smart Growth principles.
 3. CPEX will require two progress reports and will require outreach throughout the process.
 4. The end outcome will be the development of comprehensive plans and cohesive planning processes in localities that have not previously had the capacity for these efforts.
 6. These local plans will align with the Louisiana Speaks regional vision and promote codes and policies that support Smart Growth principals.
 7. The planning process shall be a fair and transparent process that encourages broad-based public support and participation.
- C. CPEX received the Grant on condition that the proceeds be used for the Purposes stated above.
- D. CPEX desires to allocate \$100,000.00 to Sub-grantee, as set forth below, subject to certain conditions, and
- E. Sub-grantee desires to accept this sub-grant subject to these conditions.

And now, therefore CPEX and Sub-grantee agree as follows:

AGREEMENT

1. **Allocation of Sub-grant.** CPEX hereby grants to Sub-grantee \$100,000.00 (“**Sub-grant Funds**”), subject to the conditions, obligations, warranties, representations and covenants contained in this Agreement. Sub-grantee accepts the sub-grant and agrees to abide by the conditions, obligations, warranties, representations and covenants contained in this Agreement.

2. **Payment Terms.** CPEX shall award Sub-grantee the Sub-grant Funds through two equal installments. CPEX shall give Sub-grantee the first \$50,000.00 (half of the total amount) installment halfway into the determined contract term. For example, if the determined contract term is twelve months, the first payment will be upon receipt of the first progress report after six months into the contract. The second \$50,000.00 installment shall be awarded to Sub-grantee upon receipt of the final progress report after the determined contract term.

3. **Warranties and Representations.** Sub-grantee warrants and represents that Sub-grantee is a governmental unit. Sub-grantee agrees that any change in this status will be immediately communicated to CPEX. Sub-grantee further warrants that this sub-grant will not result in Sub-grantee becoming a private foundation under the public support test, if such test is applicable to the Sub-grantee.

4. **Covenants.** Sub-grantee hereby agrees to follow the guidelines in Circular No. A-87 set forth by the Office of Management and Budget the main guidelines highlighted in the following:
 - a. ***Use of the Sub-grant Funds.*** Sub-grantee shall not alter the use of the funds without the express written approval of CPEX. Sub-grantee agrees to use the Sub-grant Funds in accordance with all laws and regulations of the United States of America, the State of Louisiana and any other applicable governmental agency or regulatory body.

 - b. ***Non-Permitted Uses.*** Sub-grantee will not use the Sub-grant Funds in an unallowable manner: (1) the costs of meetings and conferences are allowable including the costs of meals, transportation, rental of facilities, speaker’s fees; however, entertainment costs such as tickets to shows or sports events, meals, lodging, transportation, and gratuities are **not** allowable; (2) the costs of alcoholic beverages at any time are **not** allowable.

c. **Accounting for the Sub-grant Funds.** Sub-grantee will account fully to CPEX for its use of the Sub-grant Funds. At a minimum Sub-grantee will retain the following records relating to the Sub-grant Funds, and provide such records to CPEX immediately upon request:

i. Two progress reports including expenditures, which include a complete description of payments made with the Sub-grant Funds, including without limitation the amounts given in each case and the purpose for which the payment is made. As stated above, the first progress report is due halfway through the contract term and then the final progress report is due at completion of the contract term; and

ii. Published local newspaper articles relating to the Sub-grant Funds.

d. **Audit on Use of Sub-grant Funds.** Sub-grantee will allow CPEX to audit the books and records of Sub-grantee at any time with reasonable notice with regard to the Sub-grant Funds and the expenditures by Sub-grantee utilizing the Sub-grant Funds, including without limitation the records required to be kept by Sub-grantee described above.

e. **Abide by Terms of the Grant.** Sub-grantee will abide by all of the terms and conditions of the Grant and shall perform such actions that are necessary to enable CPEX to comply with the terms and conditions of the Grant. Sub-grantee shall provide to CPEX any reporting documentation CPEX is required to supply under the terms of the Grant no later than thirty (30) days prior to the date CPEX must provide such reporting documentation.

For example, CPEX is required by the United States Department of Housing and Urban Development to report on the use of the funds it donated to CPEX. Sub-grantee will assist CPEX in completing such reports, and will supply CPEX with the following information immediately upon request:

i. A brief overview of activities supported by the Sub-grant Funds,

ii. Fiscal accounting of the use of the Sub-grant Funds, and

iii. The most recent Sub-grantee audited financial statements.

*f. **Publicity.*** Any publicity given regarding the Sub-grant Funds must be approved in advance by CPEX in writing. CPEX reserves the right to report distributions of Sub-grant Funds as it deems appropriate in any medium.

4. **Compliance.** If Sub-grantee fails to abide by any of the covenants or obligations of this Agreement, or if any of the representations or warranties given herein by Sub-grantee shall become untrue, Sub-grantee agrees that it will: (i) immediately reimburse CPEX for any or all of the Sub-grant Funds expended for purposes not approved herein; (ii) immediately reimburse CPEX for its costs and expenses associated with this Agreement and the sub-grant herein, including without limitation, any legal fees incurred in its preparation or enforcement; and (iii) immediately comply with any obligation herein. CPEX understands and agrees that the remedies outlined above are not exhaustive nor mutually exclusive, and that CPEX may elect any or all of said remedies, along with any other remedies of CPEX which arise as a matter of law or equity.
5. **Notice.** Any notice required under this Agreement to be sent to CPEX shall be considered made only when such notice is received in writing after having been delivered to CPEX via certified and registered mail to the following address: Center for Planning Excellence, Attention Ms. Elizabeth "Boo" Thomas, 402 N. Fourth Street, Baton Rouge, Louisiana 70802.
6. **Amendment.** This Agreement may be amended, modified or supplemented only by mutual written consent of the parties to this Agreement.
7. **Waiver of Compliance.** The failure by any party at any time to require performance of any provision of this Agreement will not affect its right later to require such performance. No waiver in any one or more instances will (except as stated therein) be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any condition or breach of any other term, covenant, representation or warranty.
8. **Headings.** The headings of the sections in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
9. **Severability.** If any provision, clause or part of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

10. **Interpretation.** Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in either gender shall extend to and include both genders. The specificity of any representation or warranty contained herein shall not be deemed to limit the generality of any other representation or warranty contained herein.

11. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana exclusive of the conflicts of law provisions thereof.

12. **Full Agreement.** This Agreement contains the full agreement of the parties hereto, and no verbal agreement or representation which alters the terms of this agreement is binding unless and until it is reduced to writing and signed by the parties hereto.

13. **Counterparts.** This Agreement may be executed in multiple counterparts.

[The Remainder of This Page is Intentionally Left Blank]

**Signature Page to the
Sub-grant Agreement
From The Center for Planning Excellence
To The Sub-grantee**

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the 11th day of March, 2009, in the presence of undersigned competent witnesses and me, Notary, after a due reading of the whole.

Witnesses:

The Center for Planning Excellence, Inc.

Ashlee Gibson
Print Name: Ashlee Gibson

By: Elizabeth "Boo" Thomas
Elizabeth "Boo" Thomas
President

Alicia G. Howles
Print Name: Alicia G. Howles

Edmund J. Giering, IV
Notary Public

Name: _____
Bar Roll Number: _____

Edmund J. Giering, IV
Notary Public
Notary ID No. 50253
State of Louisiana
My Commission is for Life

THUS DONE AND SIGNED in Hahnville, Louisiana, on the 2nd day of March, 2009, in the presence of undersigned competent witnesses and me, Notary, after a due reading of the whole.

Witnesses:

The Parish of St. Charles

Nicole Breaux
Print Name: Nicole Breaux

By: V.J. St. Pierre, Jr.
Name: V.J. St. Pierre, Jr.
Title: Parish President

Valarie Berthelot
Print Name: Valarie Berthelot

Louise C. Pina
Notary Public
Name: Louise C. Pina
Bar Roll Number: 1206

**Contract of Services
Between
The Parish of St. Charles
And
The Center for Planning Excellence, Inc.**

This Contract of Services (this "**Contract**") has been entered into on the dates set forth below and is effective as of the 2nd day of March, 2009 (the "**Effective Date**"), by and between The Parish of St. Charles, 15045 Highway 18, P.O. Box 302, Hahnville, LA 70057 (hereinafter referred to as "**Owner**"), and **The Center for Planning Excellence, Inc.**, 402 N. Fourth Street, Baton Rouge, LA 70802 (hereinafter referred to as "**Contractor**"), who have entered into this Contract under the following terms and conditions:

I. Introduction

Communities across Louisiana are beginning to recognize the importance of controlling their growth and want to build safer, more prosperous communities. To help Louisiana communities manage and control the growth they are experiencing, Contractor has offered its services to those communities in need. At the request of a parish or municipality, Contractor will teach the community about Smart Growth principles and evaluate the support the community is willing to provide in creating a comprehensive plan. With the support of a community's key stakeholders and politicians, Contractor will assist the governmental entity (either village, town, city or parish) in the planning process and help the community make the plan a reality.

II. Scope of Services

The **Goal** of this Contract is to help Owner improve its planning capacity.

The **Objectives** of this Contract are:

1. To build Owner's planning capacity.
2. To educate the residents of St. Charles Parish on planning.
3. To implement best practices and Smart Growth plans.

Prior to the planning process, Contractor shall:

1. Draft a Request for Qualifications ("RFQ") and Request for Proposals ("RFP"), based on the Owner's stated needs.
2. Locally and nationally publish the final RFQ and RFP.
3. Assist with creating a Selection Team to review the RFQ and RFP submissions.
4. Coordinate and facilitate the Selection Committee meeting where the Committee creates a "short-list" by choosing three-five firms who could serve as consultants.
5. Coordinate a meeting to interview "short-listed" firms.
6. Facilitate the Selection Committee's discussion to recommend a consultant team.

7. Assist in negotiating the scope of services, budget, and contract for the Consultant Team chosen by the Owner ("Consultant Team").

During the planning process, Contractor shall:

1. Work with the project manager for the Owner (hereinafter referred to as "Project Manager") and the Consultant Team to strategize on issues of community participation, staff participation, and problems encountered as they arise.
2. Assist in the creation and facilitation of Support Committee meetings.

The Contractor shall also:

1. Assist Project Manager with the initial preparation and outreach necessary to kick-off the planning process prior to and during the first five Consultant Team visits.
2. Assist in arranging meetings with and engaging appropriate groups (Support Committee, Staff, elected and appointed officials, focus groups, public, etc.)
3. Assist with gathering data, establishing contacts with agencies/organizations, and working during public meetings.
4. Review meeting notices, public meeting announcements, and media/press releases prior to publicizing all meetings and events, if requested by Project Manager.
5. Meet regularly with Project Manger to review and give input on draft chapters/work products.
6. Review Consultant invoices with Project Manager prior to Owner submitting payments.

In all cases, Contractor will rely on Project Manager to initiate project activities. Contractor will play a supportive role to maximize Project Manager's ability to be effective.

III. Payment Terms

For the work that Contractor performs, Owner shall pay Contractor the total sum of \$25,000 and No/100 Dollars. Contractor shall periodically submit invoices to Owner for payment, which invoices shall not be submitted more than once per month. Owner shall have fifteen (15) days following receipt of the invoice to provide payment to Contractor.

IV. Contract Term

This Contract shall begin on the Effective Date and shall terminate upon completion of the services set forth in Section II or upon thirty (30) days written notice of termination by St. Charles Parish.

V. Termination of Contract

Either Contractor or Owner may terminate this Contract, with or without reason, by providing ten (10) days written notice to the other. In the event that either party

terminates this Contract, Contractor shall be entitled to payment or reimbursement for all work performance and expenses incurred by Contractor prior to the termination of this Contractor.

VI. Severance and Savings

If any paragraph contained in this Contract is hereinafter construed to be invalid or unenforceable, the same shall not affect the remainder of this Contract, which shall be given full force and effect without regard to the invalid portion. Additionally, if any covenant is adjudicated to be invalid, illegal, or unenforceable in any one jurisdiction or state, this section shall be deemed to be amended to delete there from the portion thus adjudicated to be invalid, illegal, or unenforceable, such deletion or reformation to apply only with respect to the operation of this section within the particular jurisdiction in which adjudication is made and saving.

VII. Capacity

The parties declare that this Contract is made and executed by them of their own free will and that they know and understand all of the facts and rights in connection herewith, either upon the same having been explained by their respective counsel or having the opportunity to discuss it with their counsel, and that they have not been influenced or induced to enter this Contract. Each party has executed the Contract voluntarily, with full knowledge of its significance.

VIII. Entire Agreement

This Contract constitutes the entire agreement and understanding between the parties hereto. This Contract replaces in full all prior agreements and understandings of the parties hereto and any and all such prior agreements and understandings are hereby rescinded by mutual agreement of the parties. This Contract may be modified, varied, or amended only by a written instrument signed by a duly authorized officer of Contractor and Owner.

IX. Default

In the event it is necessary to enforce the Contract by litigation, the party found in default of this Contract shall be responsible to the other party for payment of all reasonable attorneys' fees, court costs, and other expenses incurred in connection with such litigation or in connection with the violation of this Contract.

X. Notice

All notices to be given hereunder shall be in writing and hand delivered or mailed in the United States Mail, certified mail, return receipt requested, or by a nationally recognized overnight courier service such as Federal Express, addressed to such party at the address

provided on the first page of this Contract, or such other address as the parties may designate from time to time.

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IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Contract as of this 11th day of March, 2009.

WITNESSES:

**THE CENTER FOR PLANNING
EXCELLENCE, INC.**

Ashlee Gibson
Print Name: Ashlee Gibson

Elizabeth "Boo" Thomas
Elizabeth "Boo" Thomas
-President

Alicia G. Hawkes
Print Name: Alicia G. Hawkes

IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Contract as of this 2nd day of March, 2009.

WITNESSES:

THE PARISH OF ST. CHARLES

Nicole Breaux
Print Name: Nicole Breaux

V.J. St. Pierre, Jr.
Name: V.J. St. Pierre, Jr.
Title: Parish President

Valerie Berthelet
Print Name: Valerie Berthelet