

**CONTRACT**

**BY AND BETWEEN THE OUCHITA  
COUNCIL OF GOVERNMENTS**

**UNITED STATES OF AMERICA  
STATE OF LOUISIANA**

**NORTH DELTA REGIONAL PLANNING  
AND DEVELOPMENT DISTRICT, INC.**

**PARISH OF OUACHITA**

THIS AGREEMENT, entered into as of the date given at the conclusion of this contract, by and between the Ouachita Council of Governments, represented herein by Staci Mitchell, its Chairman, and hereinafter sometimes called OCOG and North Delta Regional Planning and Development District, Inc. domiciled in Monroe, Louisiana, represented herein by Mr. Doug Mitchell, duly authorized by a resolution of its Board of Directors, and herein sometimes called North Delta, as well as the Contractor.

WHEREAS, the Ouachita Council of Governments desires to engage North Delta Regional Planning and Development District to render certain technical or professional services hereinafter described in connection with certain undertakings, one financed in part by the Federal Highway Administration and one by the Federal Transportation Administration under the provisions of the Federal Aid Highway Act of 1973 and the Urban Mass Transportation Act of 1964, respectively.

NOW THEREFORE, the parties hereto mutually agree as follows:

**I. EMPLOYMENT OF PLANNING CONSULTANT**

The Ouachita Council of Governments hereby agrees to engage the North Delta Regional Planning and Development District, Inc. North Delta hereby agrees to perform the services under this contract in connection with and respecting the Ouachita Council of Governments hereinafter set forth in connection with the projects of the Ouachita Council of Governments.

**II. AREA COVERED**

North Delta shall perform all necessary services provided under this contract in connection with and respecting the area known as Ouachita Parish herein called the "planning area." The planning area shall include the area within the limits of Ouachita Parish.

**III. SCOPE OF SERVICE**

North Delta shall do, perform and carry out in a satisfactorily and proper manner as determined by the Ouachita Council of Governments and contained in the budget as approved by the OCOG and the transportation contracts. Further, North Delta hereby agrees to meet

with OCOG at each scheduled meeting to develop the Overall Program Design/Annual Work Program, and perform other work as may be required by the Projects, for the year **2023-2024**.

**IV. TIME OF PERFORMANCE**

The services of the North Delta Regional Planning and Development District, inc., are to commence July 1, 2023, or soon thereafter, and shall be undertaken in a manner as to assure their expeditious completion in the sequence outlined in the Grant Contracts held by the OCOG.

**V. PERFORMANCE OF CONTRACTOR**

The Contractor shall satisfactorily and completely carry out the work activity or activities listed in the Current Unified Planning Work Program for the OCOG, in full accordance with the designated time schedule contained herein. The performance rendered hereunder shall be carried out in accordance with Applicable handbooks, circulars, policies, procedures and requirements as may from time to time be prescribed by the applicable Federal Department or Departments. If any time during the period of this contract, any of the aforementioned rules, circulars, policies, procedures and requirements are changed or modified in such a manner to effect any provision of this contract, Contractor shall render performance hereunder in accordance with all such changes or modifications.

The Contractor agrees to carry out all provisions of this contract in a manner so as to insure that the Ouachita Council of Governments is in full and complete compliance with all contracts or agreements which OCOG has with the Federal Highway Administration, Federal Transit Authority, and any other applicable Federal Projects Agencies under which the OCOG is providing funds to the Contractor for the performance specified herein. It is expressly agreed and understood between the parties to this contract that nothing described in this section in any way relieves or excuses North Delta from the obligation to conform to any and all requirements of this contract.

**VI. COMPENSATION**

The Ouachita Council of Governments agrees to pay the North Delta Regional Planning and Development District, Inc. the total sum of **Seven Hundred and Fourteen Thousand, seven Hundred and Seventy-one dollars** for the services referenced in Section III and Appendix A of this Contract.

The total sum payable under this contract will be paid in the following manner:

1. Payment will be made in monthly increments beginning quarter commencing July 1, 2023. If for any reason, the necessary funds are not made available to North

Delta, this contract is null and void and does not have any effect, North Delta being discharged and released from these obligations and liabilities herewith.

It is also expressly understood that OCOG will suspend payment to Contractor if he fails to comply with any requirements contained in this Contract.

## **VII. FINANCIAL MANAGEMENT**

North Delta agrees to maintain financial records which will provide accurate, current, separate, and complete disclosure of the status of funds received under this contract. Such records shall be adequate to identify:

- a. the funds made available
- b. the expenditures made out of the funds
- c. the resulting balances of funds

Such records must be maintained so as to facilitate the tracing of funds to source documentation of the unit transaction. Nothing in this Section shall be construed so as to relieve North Delta of fiscal accountability and responsibility under any other provision of this Contract.

## **VIII. LEGAL AUTHORITY**

North Delta assures and guarantees that it possesses the legal authority pursuant to any proper appropriate and official motion, resolution, or action passed or taken giving it legal authority to enter into this contract, receive the funds authorized by the contract and to perform the services the Contractor has obligated itself to perform under this contract.

The person or persons signing and executing this contract on behalf of North Delta warrant and guarantee to having been fully authorized by North Delta to execute this contract on of the Contractor and to validly and legally bind North Delta to all terms, performances, and provisions herein set forth.

## **IX. PERSONNEL**

North Delta Regional Planning and Development District, Inc. represent that it has or will secure at its own expense all personnel required in performing the services under the contract.

All of the services required hereunder will be performed by the Contractor or under his Supervision and all personnel engaged in the work shall be fully qualified in accordance with policies and requirements of the North Delta Board of Directors.

#### **X PLAN PRESENTATION**

During the period of this contract, North Delta has assigned as supervisor of the Planning Program described herein Doug Mitchell. The Administrative Assistant or other qualified representatives of North Delta shall attend the regular OCOG meetings and at least the regularly scheduled meetings of the member governments of OCOG, prepare the agenda for the OCOG meetings, and notify each member of said meeting location and time.

#### **XI FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this contract, which the Ouachita Council of Governments requests to be kept confidential shall not be made available to any individual or organization by North Delta without prior approval of Ouachita Council of Governments.

#### **XII IDENTIFICATION, PUBLICATION, REPRODUCTION AND THE USE OF MATERIALS**

All documents must follow the report format of the Ouachita Council of Governments or the appropriate Federal Agency requirements.

#### **XIII COPYRIGHT**

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyrights by or on behalf of the Contractor. All matters regarding rights to inventories and materials generated under contract where the principal purpose of which is to create, develop, or improve products, processes, or methods, or for exploration into fields which directly concern public health, safety or welfare; or contracts in the field of science and technology in which there has been little significant experience outside of work funded by Federal Assistance, are subject to the regulations issued by the appropriate Federal Department.

#### **XIV ADMINISTRATIVE REQUIREMENTS**

The Contractor will comply with all Federal regulations placed on the Ouachita Council of Governments. The Contractor will also comply with

all appropriate Federal guidelines and regulations outlined in appropriate Federal Handbooks.

#### **XV PAYMENT OF PREVAILING WAGES**

It is hereby agreed by North Delta that it will comply with Louisiana R.S. 38:2301, 40 U.S.C. 276-2 to a-7 and 20 CFR, Part 6, as if copied herein in its entirety, regarding payment or prevailing wages. Further, the Contractor agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-320, as supplemented by Department of Labor Regulations, 29 CFR Part 5, where applicable in all construction contracts in excess of \$2,000 or other contracts including employment or mechanics or laborers which exceed \$2,500. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **XVI ENVIRONMENT**

The Contractor hereby agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1867 et. Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. Seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency. Additionally, all planning activities shall be carried out in accord with Section 106 of the National Historic Preservation Act of 1966 and in full accord with the policies and provisions of the National Environmental Policy Act of 1969.

#### **XVII CHANGES**

The OCOG may, from time to time, require changes in the scope of services, time of performance of other requirements of North Delta. Such changes, including any increase or decrease in the amount of the Planning Consultant's compensation, which are mutually agreed upon by and between OCOG and the Contractor, shall be incorporated in written amendments to this contract.

Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Laws, State Laws, Federal Regulations or State Regulations promulgated pursuant thereto are automatically incorporated into this contract without written amendment hereto and shall go into effect on the date designated by the law or regulation.

If Contractor cannot conform to the changes required by new laws or regulations promulgated pursuant thereto; then Contractor shall notify OCOG in writing no later than the

effective date of such law or regulations that it cannot so conform. OCOG shall then establish the standards for the termination of Contractor's program and will terminate the contract as soon as practicable.

Any alterations, additions or deletions to the terms of this contract shall be amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

#### **XVIII TERMINATION FOR CONVENIENCE OF THE OCOG**

The OCOG may terminate this contract anytime resulting from a majority vote of the OCOG by a notice in writing from the OCOG to the contractor. If the Contractor is terminated by the OCOG as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of Contractor covered by this Contract.

#### **XIX AUDITS AND INSPECTIONS**

It is expressly understood that an audit of the project account will be scheduled by the Contractor with reasonable frequency. Cost of audits necessary for the administration and management of functions related to the Contract is an allowable charge to the project. North Delta will obtain the services of a certified public accountant. North Delta will obtain an audit in accordance with the Single Audit Act of 1984.

The auditor or audit staff assigned to perform the audit must collectively possess adequate professional proficiency for the work required. The Contractor, being a recipient of State Funds may employ the audit staff of the Louisiana Legislative Auditor's Office for the purpose of this paragraph. Copies of the audit reports will be submitted to the OCOG for review and comment.

Any time during normal business hours and as often as the OCOG, Louisiana Legislative Auditor, Department of Transportation, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the OCOG, Louisiana Legislative Auditor, Department of Transportation, and/or representatives of the Comptroller General for examination of all of its records with respect to all matters covered by this Contract and will permit the OCOG, Louisiana Legislative Auditor, Department of Transportation and/or representatives of the Comptroller only to audit, examine, and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

#### **XX FEDERAL GUIDELINES**

The Contractor does hereby bind itself, certifies and gives its assurances that it will comply

with all regulations, policies, guidelines, and requirements, as they relate to the application, acceptance and use of Federal Funds for those federally assisted projects.

## **XXI EQUAL EMPLOYMENT OPPORTUNITY**

### **1. NONDISCRIMINATION.**

The Contractor assures that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation, or beliefs, be excluded from, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this contract or otherwise under the Contractor's control.

### **2. NONSEGREGATED ACTIVITIES.**

The Contractor certifies that all employee Facilities under its control are provided in such a manner that segregation, whether by habit, local custom, or otherwise, on the basis of race, religion, and color or national origin cannot result. Further, the Contractor will not assign or permit employees to perform services at any location under its control where facilities are segregated. Identical certifications from any proposed subcontractors will be obtained by the Contractor as a condition of subcontract award.

### **3. EMPLOYMENT**

#### **1. Race, Religion, Color, Sex or National Origin.**

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs 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 setting forth the requirements of these nondiscrimination provisions.
- b. The Contractor will state in all solicitations or advertisement for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without for employment without regard to race, color, sex, or national origin.
- c. The Contractor will send each labor union representative of workers with

which it has a collective bargaining agreement or other contract or understanding a notice, advising the labor union or worker's representative of the Contractor's commitments to Equal Opportunity and affirmative action and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all applicable Equal Opportunity Laws, Rules, Regulations and Orders.
- e. The Contractor will furnish all the information and reports and will permit access to its books, records, and accounts for purpose of investigation to ascertain compliance with Equal Opportunity and Affirmative Action.
- f. In the event of the Contractor's noncompliance with the Equal Opportunity Conditions of this Contract, this Contract may be cancelled, terminated, or suspended in whole or in part, the Contractor may be declared ineligible for further contracts and such other sanctions may be imposed and remedies invoked as otherwise provided by law.
- g. The Contractor will include all clauses "a" to "g" inclusive in every eligible subcontractor or purchase order so that provisions will be binding upon each subcontractor.

2. Physical or Mental Handicap.

The Contractor will not discriminate against any employer or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is 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 or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to institute a complaint procedure to test implementation under this part and otherwise comply with all laws and regulations applicable to the employment of the handicap which are hereby incorporated by reference. Without limitation, this will include: (1) establishment of an affirmative action program, (2) appropriate promulgation, internally and externally. (3) annual program review and monitors, and (4) designation of program responsibility.

3. Age

The Contractor will not discriminate in employment against any person because of their age or specify, in solicitations or advertisements, a maximum age limit except and unless it is based upon a bon fide occupational qualification, retirement plan, or statutory requirement.

4. Minority and Female Entrepreneurship

Consonant with an in furtherance of Equal Opportunity under Law, the Contractor agrees to consider and make reasonable use of minority-owned and female-owned business in the procurement of goods and services.

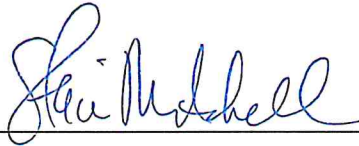
IN WITNESS THEREOF, the parties hereto have executed this agreement to take effect the 1<sup>ST</sup> day of July, in the year **2023**.

**OUACHITA COUNCIL OF GOVERNMENTS**

WITNESSES:



BY



STACI MITCHELL, CHAIRMAN

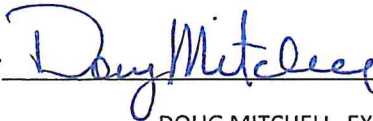


**NORTH DELTA REGIONAL PLANNING AND DEVELOPMENT DISTRICT, INC.**

WITNESSES:



BY



DOUG MITCHELL, EXECUTIVE DIRECTOR

