

**STATE OF LOUISIANA**

**EMERGENCY CONTRACT**

**PO# 2000839019**

The State of Louisiana, Division of Administration, Office of Community Development, hereinafter sometimes referred to as “OCD” or the “State”, and Emergent Method, LLC, hereinafter sometimes referred to as the “Contractor”, do hereby enter into an Emergency Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

**1. GENERAL AND ADMINISTRATIVE INFORMATION**

This Contract addresses the Communications and Outreach Services needed to facilitate the implementation of a broad range of programs administered by OCD. These services may also be requested by OCD to accommodate other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters. The programs currently administered by OCD and other programs yet to be defined are collectively known as the “Program”.

**1.1 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in the Scope of Services, Attachment I. It is contemplated that Contractor will, from time to time, be requested by OCD, through its State Program Manager (SPM), to perform certain services for OCD. A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of this Contract:

Attachment I: Scope of Services

Attachment II: Hourly Rate Schedule

The parties acknowledge that this Contract is being entered into in order to facilitate the Communications and Outreach Services that had been commenced by the Contractor under the prior contract between the Parties (PO 2000577807) but were not completed prior to the end date of that contract.

Entering into this Contract does not relieve the Contractor of: 1) any obligations under the prior contract, and 2) any possible penalties associated with performance under the prior contract.

**1.2 STATEMENT OF WORK**

It is contemplated that Contractor will, from time to time, be requested by the OCD, through its duly authorized representatives, to perform certain Services for the OCD in furtherance of the communications and outreach activities set forth in Attachment I. Each request will be in the form of a document authorizing the completion of certain services (a “Task Order”) and shall describe

in detail the services to be performed by Contractor, including a task description, a maximum compensation amount, and a proposed schedule for delivery of services. All services provided by the Contractor under any Task Order shall be governed by the terms and conditions of this Contract. The method of compensation shall be on a time basis using the rates set forth on the Hourly Rate Schedule attached to this Contract as Attachment II.

In the event that a Task Order is approved and signed by both Parties, the provisions of this Contract shall govern all services performed under the Task Order and the relationship of the Parties relating to or arising out of the services performed under the Task Order. In each instance, the designation of services to be performed, the maximum compensation amount for those services and the method of compensation to be paid by the OCD to Contractor shall be agreed to by the Parties in writing. Once executed by the Parties, a Task Order may be amended by a writing signed by both Parties. The OCD may terminate any Task Order at any time prior to completion in accordance with the terms of this Contract and without prejudice to the rights of Contractor for payment for all authorized Services provided to the OCD prior to the effective date of termination.

The execution of this Contract is not intended nor shall it be construed to obligate the OCD to request any specific services or amount of services from the Contractor under any Task Order. The OCD retains the right to request whatever scope or level of services as it deems appropriate under a Task Order, so long as the services are within the scope of and are subject to the terms, conditions and limitations of this Contract.

Each Task Order and any subsequent changes thereto shall be made in writing and signed by the Contractor and SPM prior to implementation. The Contractor will begin to provide particular services described in each Task Order at such time as shall be agreed upon between the Parties. The Contractor will perform all such Services in a good and workmanlike manner and to the full and complete satisfaction of the OCD.

### **1.3 GOALS AND OBJECTIVES**

The State of Louisiana, through the OCD, is administering the Community Development Block Grant (“CDBG”) Program for disaster recovery and mitigation necessary due to hurricanes Katrina, Rita, Gustav, Ike, Isaac, Severe Storms and Flooding of 2016 and future disasters and other federally funded initiatives (the “Program”). The OCD is retaining the services of Contractor to provide communications and outreach services needed to support a communications and outreach plan for the Program to reach key stakeholders, media, and the general public. As outlined in detail below, Contractor will perform certain tasks for the OCD, including but not limited to providing general support services; communications support; internet/social media/digital marketing; as well as ad hoc communications/outreach projects.

### **1.4 PERFORMANCE MEASURES**

The performance of this Contract will be measured by the State Program Manager (SPM), who is authorized on behalf of the State to evaluate the Contractor’s performance. The performance measures for this Contract shall include the successful performance and completion of the Contractor’s obligations as provided in this Contract and in each individual task order. Task orders will be monitored monthly to measure progress toward finalizing deliverables.

## **1.5 MONITORING PLAN**

- a. The SPM will monitor the services provided by the Contractor and the expenditure of funds under this Contract.
- b. The SPM will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.
- c. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scope of Services Attachment I, and any directions from the SPM.
- d. The SPM will work to ensure all deliverables are delivered on or before the time scheduled for completion.
- e. The SPM will be responsible for review and acceptance of deliverables.
- f. The SPM will provide oversight of the implementation of the Scope of Services, Attachment I, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

OCD will monitor the services provided by the Contractor under task orders and the expenditures of funds under the Contract. The SPM will be primarily responsible for routine contact with the Contractor and the monitoring of the Contractor's performance. Monitoring of performance under this Contract will be conducted through tracking of progress on task orders as well as through regular meetings between OCD and the Contractor and any additional monitoring plans and/or performance standards developed by OCD and agreed to by the Contractor.

## **1.6 CONTRACTOR TASKS AND RESPONSIBILITIES**

See Attachment I, Scope of Services

## **1.7 DELIVERABLES**

This Contract will be considered complete when the Contractor has delivered and State has accepted all deliverables specified in this Contract or added via task order by the SPM.

## **1.8 SUBSTITUTION OF KEY PERSONNEL**

Key personnel assigned to this Contract, including the Contractor's Program Director, assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager.

## **2 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

The Contract term is six (6) months, May 15, 2024 to November 14, 2024, unless terminated early in accordance with the provisions herein. The State has the option to renew for an additional six

(6) months, subject to approval by the Office of State Procurement and upon terms and conditions mutually agreeable to both parties.

## **2.2 STATE FURNISHED RESOURCES**

State shall appoint a State Program Manager (SPM) for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principle point of contact on behalf of the State and will be the principle point of contact for Contractor concerning Contractor's performance under this Contract.

Regulatory applicability determinations made by the State or agreements made between various governmental agencies shall remain as the responsibility of the State. In no way shall Contractor be responsible for the technical, regulatory or legal veracity and acceptability of determinations made by the persons other than its agents, employees, or contractors. Such agreements, determinations and communications shall be provided to Contractor to facilitate completion of the Scope of Work.

State recognizes there may be a requirement under federal, state or local statutes or regulations to report the results of Contractor's findings to appropriate regulatory agencies. Contractor is not responsible for advising the State about the State's or others reporting obligations and State agrees that it or others shall be responsible for all reporting, unless Contractor has an independent duty to report under applicable law. In those situations, Contractor will provide State with advance notice that Contractor believes that it has an obligation to report as well as the substance of the report it intends to make.

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

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by the Contractor to the OCD at termination or expiration of this Contract. Cost incurred by the Contractor to compile and transfer information for return to the OCD shall be billed on a time basis, subject to the maximum amount of the Contract. Software and other materials owned by the Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of the Contractor.

## **2.3 LICENSES AND PERMITS**

Throughout the term of this Contract, the Contractor shall secure and maintain any and all licenses and permits required by law, as well as pay inspection fees required to perform the work required to complete this Contract.

## 2.4 SECURITY

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below.  
<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

## 2.5 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 46-0737994, DUNS# 034806728, State Tax Identification Number, 1212267.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) shall determine that the Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of this Contract by the Office of State Procurement (OSP). The Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to Agency so that the Contractor's tax payment compliance may be verified. The Contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this Contract by OSP.

Agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

## 3 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the OCD's operation which are designated confidential by the OCD and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State including, but not limited to, the Computer matching Agreement between the United States Department of Housing Urban Development and the State of Louisiana. The identification of all such confidential data and information as well as the OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the OCD to be adequate

for the protection of OCD's confidential information, such methods and procedures may be used, with the written consent of the OCD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

#### **4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

The Contractor will not be paid more than the maximum amount of this Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$335,000.00.

##### **4.1 PAYMENT TERMS**

Invoices shall be submitted on a monthly basis using a standard invoice format provided by OCD and in accordance with Attachment II, Hourly Rate Schedule. Invoices shall be organized so that services associated with program administration services and/or individual task orders are clearly identified in separate detailed listings of charges.

The Contractor may be reimbursed for ad placements (i.e., media buys), website hosting and related expenses and video production, etc. as Other Direct Costs (ODCs). Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. The "mark-up" attached to ad placements/media buys etc. shall not exceed ten percent (10%). Contractor shall not attach any fee or "mark-up" to any other ODC without prior approval from the SPM. The SPM must approve all ODC's prior to cost being incurred. No additional expenses of any sort will be paid separately under this Contract. Only time and ODC's properly billed and approved by the OCD will be paid.

Payment of invoices must be approved by the SPM and the Financial Manager of OCD or designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a 25% reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, at [OCDFinance@la.gov](mailto:OCDFinance@la.gov).

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

#### **4.2 PAYMENT FOR SERVICES PROVIDED ON AN HOURLY FEE BASIS**

Payment for services performed on an hourly fee basis will be made based on invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of work provided, timesheets and such other information as determined by the SPM. Contract personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Any hours above 40 per week may require approval by the SPM and will be paid at the same agreed-upon billing rate listed in Attachment II, Hourly Rate Schedule.

Hourly rates shall be inclusive of all Contract related expenses (i.e., per diem, administrative costs for invoicing and organizing contractor personnel and files, travel expenses, mileage, office space, copies, office and field equipment, etc.) for providing the services described herein. Hourly rates will be invoiced in accordance with the rate schedule in Attachment II, Hourly Rate Schedule and shall not exceed the maximum amount of this Contract. The pricing and fee schedules in Attachment II, Hourly Rate Schedule are made part of this Contract and will remain in effect for the term of this Contract. Other than ODCs, no expenses, including travel expenses, will be paid under this Contract.

#### **4.3 NO GUARANTEE OF QUANTITIES**

The scope and quantities referenced in this Contract are estimated to be the amount needed. The State does not obligate itself to contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds. The State reserves the right to increase or decrease quantities, as appropriate, at the prices stated in this Contract. Contractor has no right to any amount of work to be assigned under this Contract.

#### **4.4 PENALTIES**

For each deliverable due date in a task order agreed to by SPM and Contractor, a penalty of \$100 per day will be assessed for each business day that the deliverable exceeds the agreed upon due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and OCD, or \$1,000, whichever is less. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to OCD. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Penalties under this Section are for performance purposes and do not represent any form of damage payment.

### **5 TERMINATION**

#### **5.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract; provided that the State shall give the Contractor

written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of this Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by this Contract on the open market and to charge the Contractor with cost in excess of this Contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of this Contract; provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and this Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of this Contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

## **5.2 TERMINATION FOR CONVENIENCE**

State may terminate this Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by this Contract. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

## **5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.



## **6 INDEMNIFICATION**

### **6.1 GENERAL INDEMNITY LANGUAGE**

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

### **6.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT**

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State's exclusive remedy, to take

action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of this Contract.

With respect to indemnity obligations for protected processes, for all other claims against the Contractor where liability is not otherwise set forth in the Contract as being “without limitation”, and regardless of the basis on which the claim is made, the Contractor’s liability limit for direct damages shall be two (2) times the maximum amount of the Contract. Unless otherwise specifically enumerated herein, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **7 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## **8 PROHIBITED USE OF FUNDS**

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award.

## **9 ASSIGNMENT**

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in this Contract by assignment, novation, or otherwise, with prior written consent of the State. The State’s

written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## **10 RIGHT TO AUDIT**

Contractor shall grant to the Office of the Legislative Auditor, State Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD's federal grant(s) providing the funds for this Contract. Contractor will be notified of grant closeout date(s) by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of this Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of this Contract. The State may offset the amounts deemed improper or beyond the scope of this Contract against Contractor's outstanding invoices, if any.

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

## **11 CONTRACT MODIFICATION**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

## **12 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the subcontractor to the State and/or Agency for any breach in the performance of the Contractor's or subcontractor duties. Contingent on verification that no subcontractor has been debarred, the State hereby approves the following subcontractors to provide or perform any part of the services under this Contract as provided for in the Proposal:

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

### **13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under the Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities or age.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract or other enforcement action.

### **14 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R. S 39:1602.1, for any Contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any subcontractor shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of this Contract.

### **15 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

### **16 GENERAL COMPLIANCE**

The Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars, <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Contractor shall consent to, the amendment of this Contract to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Contract, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Contract.

## **17 FINANCIAL MANAGEMENT**

Contractor shall agree to comply with 2 CFR § 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

## **18 DOCUMENTATION AND RECORD KEEPING**

The Contractor shall maintain all records required by the federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of five (5) years after closeout of OCD's federal grant(s) providing the funds for this Contract. Contractor will be notified of grant closeout date(s) by OCD. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for this same period.

## **19 PROHIBITED ACTIVITY**

Contractor are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

### **19.1 HATCH ACT**

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

## **20 CONFLICT OF INTEREST**

In accordance with the conflict of interest provisions and other related regulations contained in 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised

any functions or responsibilities with respect to this Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program or this Contract or in any activity or benefit, which is part of this Contract. Similarly, the Contractor and subcontractors should have no conflicts of interest with respect to any litigation or administrative proceedings involving HUD, OCD or other CDBG grantees whether as a party, representative, or other capacity.

However, upon written request of Contractor, the State may in its sole discretion agree in writing to grant an exception for a conflict otherwise prohibited by this provision, following any process as required by the above citations, and the State determines that the actual or potential conflict may be avoided or mitigated. No such request for exception shall be made by Contractor, which would, in any way, permit a violation of state or local law or any statutory or regulatory provision.

## **21 LABOR STANDARDS**

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity"; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

## **22 ENVIRONMENTAL CONDITIONS**

Contractor shall comply, insofar as they apply to the performance of this Contract, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58. Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that the Contractor is not responsible for environmental or safety compliance that grant recipients and their contractors may be subject to that are outside of the scope of services to be conducted under this Contract.

## **23 HISTORIC PRESERVATION**

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

## **24 UNIFORM RELOCATION ACT**

Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

## 25 CLOSE-OUTS

Contractor shall agree to comply with the requirements of 24 CFR §570.509 for project closure. Contractor's obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Final request for payment
3. Federally-owned property report
4. Disposing of program assets

## 26 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced.

The Contractor shall purchase and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount.

### **Minimum Scope and Limits of Insurance**

**Workers' Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

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

**Commercial General Liability Insurance:** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him during the performance of work covered by this Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

**Professional Liability (Errors and Omissions):** Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

**Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **26.1 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**A. Commercial General Liability, Automobile Liability Coverages** – OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.



The Contractor's insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under this Contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

- B. Workers' Compensation and Employers Liability Coverage** – To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.
- C. All Coverages** – All policies must be endorsed to require thirty (30) days written notice of cancellation to the OCD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

- D. Acceptability of Insurers** – All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

- E. Verification of Coverage** - Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any Contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana  
Office of Community Development, Its Officers, Agents, Employees and Volunteers  
617 N. Third Street, 6<sup>th</sup> Floor  
Baton Rouge, La 70802  
Communications and Outreach Services

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this Contract.

- F. Subcontractors** - Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor's Certificates at any time.
- G. Workers Compensation Indemnity-** In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.
- H. Staff Insurance** -Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

## 27 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under this Contract, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in

connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

## **28 APPLICABLE LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **29 DRUG-FREE WORKPLACE REQUIREMENT**

At the time of execution, Contractor and, each tier of subcontractors, certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

## **30 OWNERSHIP OF DOCUMENTS/WORK PRODUCTS/RECORDS**

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of the State. If applicable, all software and customizations developed under this Contract are the property of the State. Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services Contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and material basis, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State. Contractor, at its expense, shall return this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

## **31 DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other

condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

### **32 ELIGIBILITY STATUS**

At the time of execution, Contractor, and each tier of subcontractors, certify that they are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

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

### **33 LEGAL AUTHORITY**

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

### **34 ENERGY EFFICIENCY**

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its subcontractors. The OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

### **35 COVENANT AGAINST CONTINGENT FEES**

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from this Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

### **36 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in this Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses,

and any corporation, partnership, or other legal entity in which any such person owns at least five (5%). Compliance of a subcontractor will be determined based on the value of this Contract between the State and Contractor.

### **37 SEVERABILITY**

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

### **38 NOTICES**

Any notice required or permitted to be given under or in connection with this Contract shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

**To OCD:**

Executive Director  
Division of Administration  
Office of Community Development  
P.O. Box 94095  
Baton Rouge, LA 70804

**To Contractor:**

Nicklos S. Speyrer, President  
Emergent Method, LLC  
200 Laurel Street, Suite 200  
Baton Rouge, LA 70801

### **39 NO THIRD PARTY BENEFICIARIES**

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under this Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract.

### **40 PUBLIC COMMUNICATIONS**

The Contractor shall not issue any public communications regarding the Program and/or Contractor's activities under this Contract without the prior consent of OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive

prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as OCD personnel in environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies regarding the Program and/or the Contractor's activities under this Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

#### **41 SAFETY**

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages of property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

#### **42 COPYRIGHT**

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

#### **43 PROVISION 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 this 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 request of either Party this Contract shall forthwith be amended to make such insertion or correction.

#### **44 NO AUTHORSHIP PRESUMPTIONS**

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship

presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

#### **45 ADVERTISING**

The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the State.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

#### **46 WAIVER OF NON-COMPETITION ENFORCEMENT**

Contractor agrees to waive enforcement of each and every Contract provision it may have restraining of Contractor's employees, any tier of subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

#### **47 CONTRACTOR'S COOPERATION**

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

#### **48 E-VERIFY**

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

#### **49 CONTRACT APPROVAL**

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

#### **50 DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal. At the State's option, counsel providing the defense of the State shall be selected by the State.

## **51 OTHER REMEDIES**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

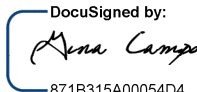
## **52 CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

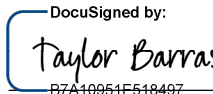
For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.




**THUS DONE AND SIGNED** by the Parties on the dates set forth below but effective as of the date given above.

By:   
871B315A00054D4.....  
Name: Gina Campo  
Title: Executive Director  
Date: 5/20/2024

**OFFICE OF COMMUNITY DEVELOPMENT**

By:   
B7A10954E518497.....  
Name: Taylor Barras  
Title: Commissioner of Administration  
Date: 6/10/2024

**DIVISION OF ADMINISTRATION**

By:   
A65D7E4179FD478.....  
Name: Nick Speyrer  
Title: President  
Date: 5/17/2024

**CONTRACTOR**

Emergent Method, LLC  
Emergency Contract 2024

---

## ATTACHMENT I: SCOPE OF SERVICES

### Overview

This Contract is entered into by the Office of Community Development, (herein referred to as the OCD) for the purpose of obtaining communications and outreach services related to Community Development Block Grant (CDBG) Disaster Recovery and Mitigation Programs as outlined below and potentially to other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disaster or other federally funded initiatives. The OCD has chosen the Contractor to work in the various Disaster Recovery and Mitigation Programs and CDBG funded coronavirus response and recovery activities (“Programs”) described in Action Plans and their amendments which were or will be submitted to the U.S. Department of Housing and Urban Development (HUD) and which may be viewed online at [http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx) and in Louisiana’s consolidated plan, to be amended for coronavirus activities, as well as possibly expanding the services to other similar disaster recovery or mitigation programs on an as needed/as assigned basis, including, but not limited to the Homeowner Assistance Fund (HAF) and the Emergency Rental Assistance Program (ERAP) and is based on the HAF/ERAP as reflected through the Cares Act, the Consolidated Appropriations Act (2020) and the American Rescue Plan and as described by Treasury at:

- <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/homeowner-assistance-fund>,
- <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program>

The Contractor will be paid the actual billable rates as noted in Attachment II.

The Contractor will work with OCD staff to provide communications and outreach services to OCD on matters that may arise in connection with the planning, development, redevelopment, and revitalization of Louisiana. Services provided will be in compliance with HUD and other applicable regulations. The Contractor will maintain accurate accounting records and other evidence pertaining to costs incurred in providing services and make such records available to OCD, state, and federal auditors at all reasonable times during the contract period and for five (5) years after the date of the close out of the federal grant(s) that provided the funding. Contractor will be notified of closeout date(s) by the OCD.

The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Contract. Tasks to be accomplished under this Contract will be addressed with associated deliverables, performance measures, and timelines, among other requirements in the form of task orders. The scope of services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of this Contract, subject to the approval of the OCD State Program Manager and the Office of State Procurement (OSP). The Contractor will cooperate with each other as well as prior and successor contractors in the effective and efficient provision of communication and outreach services.

This Scope of Services addresses the need for subject matter experts to assist OCD in performing the tasks and services described in Section 1.1.

The Contractor is encouraged to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See <https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO12940M12940> for a list of Section 3 businesses.

The Contractor is encouraged to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms, are used when possible.

The paragraphs below detail the Scope of Work and Tasks and Services and desired results that the State requires of the Contractor. The State does not obligate itself to a Contract for or to accept more than their actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds.

### **1.1 Scope of Work**

The Contractor will provide communications and outreach services for the implementation and administration of the Programs including but not limited to planning, homeowner, infrastructure, economic development, housing, provision of public services, resiliency and mitigation. Not all programs may require each of the tasks and functions described in Section 1.2.

### **1.2 Tasks and Services**

Under the supervision of and in collaboration with OCD, the Contractor shall perform the tasks and services identified below if requested by the State. All public communications must be approved by the OCD.

#### **Task (1): General Support Services**

- Develop strategic and tactical plan in collaboration with key stakeholders.
- Provide general media assistance (i.e., crisis mitigation and management, fact checking, and developing responses to negative publicity) as needed.
- Perform crisis communications pre-assessment, pre-planning and mitigation of crises.
- Coordinate with the OCD, relevant offices, agencies and key players as directed by OCD to ensure clear and effective communications across all channels with all partners and proactively identify opportunities for media coverage, both locally and regionally, to display the progress of the Restore Louisiana Program and other programs administered by OCD.
- Coordinate with the communications team to amplify tactical messaging, engage with media influencers and cross-promote earned coverage through social media channels.
- Provide account management, including development of status reports and master planning calendar including relevant meetings, key dates, etc. (i.e., press conferences, relevant meetings, outreaches, etc.).

- Identify, develop, implement and manage all events (i.e., press conferences, briefings, outreaches, etc.).
- Provide knowledgeable staff to attend statewide Restore Louisiana Task Force meetings, briefings, and any other meeting critical meetings as requested by OCD.
- Execute all public relations outreach, prepare and distribute information to the media, and facilitate interview requests.
- Prepare designated spokesperson(s) for media interviews and conduct subsequent critique sessions as needed.
- Provide ongoing, proactive, strategic counsel to the State. This includes, but is not limited to, monitoring the media (i.e., news, blogs, online and traditional reports, etc.), government, and the community on all matters that may impact the Restore Louisiana Program and compiling clip reports.
- Monitor and compile clip reports for broadcast and print media.
- Coordinate email campaign(s) to affected individuals.
- Ensure that there are no errors or oversights in the final work products, including, but not limited to, direct mail pieces, publications, press releases, social media updates or other items produced. The costs of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to the Contractor by the State.

## **Task (2): Communications Support**

- Develop and maintain relationships with key media contacts (i.e., local, statewide, and national media; online/blogs; etc.) to ensure consistent and aggressive editorial outreach.
- Develop and maintain comprehensive targeted media lists to include but not limited to the following: local, statewide, select national media, covering print, online/blogs and broadcast media, along with targeted editorial focuses and beats.
- Proactive identification of opportunities for media coverage, both locally and regionally, to display the progress and effectiveness of the Restore Louisiana Program and coordination of such coverage.
- Promote public awareness of the Restore Louisiana Program through a consistent and positive message.
- Liaise with media outlet to distribute information to media as well as facilitate interview requests and outreach activities.

- Draft, edit, proof and distribute all editorial communications to the media including press releases, backgrounders, responses to media inquiries, and other related informational materials as needed.
- Develop media pitches, story angles, and speeches/talking points as directed.
- Provide content, as directed, for special requests and/or projects.
- Identify, develop, and implement outreach activities as directed.

### **Task (3): Internet/Social Media/Digital Marketing**

- Maintain, troubleshoot, and improve performance, functionality, and reliability as needed on the website and all social media sites.
- Provide content and creative development of related news stories and announcements to share with other media outlets and social media platforms in a timely manner.
- Manage and maintain current website and all social media sites with timely updates, edits, corrections, insertions and photo replacements; add news or press releases; add or edit records in databases and tables; and add and delete menu items.
- Recommend and implement approved improvements and additions to <http://restore.la.gov/> and ancillary social media.
- Provide content and creative development, post regular updates, and monitor social media sites that include, but are not limited to, Facebook and Twitter, as well as create and manage new social media accounts in response to genre and popularity shifts as needed.
- Monitor and respond to incoming questions, concerns, and/or comments submitted by constituents via the website, social media sites, and any other platform designated by OCD.
- Produce and send updates in the form of e-newsletters to subscribers of <http://restore.la.gov/>.
- Maintain and coordinate social media content calendar and messaging.
- Provide and produce online outreach and effective email campaigns as needed.
- Develop digital efforts, including social media, to expand use and engagement for communication with stakeholders.
- Develop social media triage/crisis plan.
- Conduct research on relevant bloggers and critical content.

- Perform ongoing (monthly) social media evaluation regarding social media growth, engagement, and other key performance indicators (KPIs).
- Manage database from website sign-up as needed.
- Develop search engine optimization (SEO)/search engine marketing (SEM) and website sign-up.

#### **Task (4): Ad Hoc Communications/Outreach Projects**

- As requested by the State, develop and implement communications and outreach campaigns for specific programmatic needs, including closing out any existing programs, identifying unmet needs to assist in the design of additional programs, and providing educational outreach and survey and application campaigns in anticipation of and in response to future disasters.

### **1.3 Deliverables**

Requests for services from the OCD will come in the form of task orders which will describe the scope of work, deliverables, budget, and schedule. The completion of each task order shall constitute a separate deliverable.

### **1.4 Functional Requirements**

The OCD has received CDBG funds to implement the Programs. The use of the CDBG funds is detailed in the relevant Action Plans that may be viewed at [http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx). The OCD requires the assistance of the Contractor with performing communications and outreach services.

### **1.5 Project Requirements**

The Contractor will provide the following:

- a. **Project Management:** Oversight of all activities provided under this Contract is to be performed by the Project Director. Day-to-day direction, guidance, and decision making is to be performed by the Project Director and/or Project Manager.
- b. **Monthly Meetings:** The OCD may require formal monthly conferences no later than ten (10) days following month end via teleconference or in person, at OCD's election, to discuss the progress of any work, problems encountered and proposed solutions.
- c. **Reporting:** OCD will require a monthly progress report describing the status of all work completed in the preceding month and/or all work requiring completion within ten (10) business days following month end.

### Project Staff and Production Resources

The Contractor shall provide adequate staffing in number and qualifications to successfully complete the Scope of Services in a timely fashion. The Contractor will be responsible for the management of staff and subcontractors and all personnel issues related thereto. The OCD will provide direction with respect to program implementation, including policies and program guidance and procedures. However, the Contractor will be responsible for their own internal processes to meet the OCD's program requirements.

## ATTACHMENT II: RATE SCHEDULE

The hourly rates provided below are fully burdened and inclusive of all Contract-related expenses (i.e., travel, per diem, etc.). Only time and other direct costs (ODCs) properly billed and approved by the OCD will be paid. No additional expenses of any sort will be paid separately under this Contract.

PERSONNEL TITLE	HOURLY RATE
Project Manager	\$155.00
Communications/Public Outreach Specialist	\$140.00
Social Media and Website Content Specialist	\$120.00
Graphic Designer/Artist	\$110.00
Clerical/Administrative Assistant	\$55.00

1. The Project Manager should possess the qualifications identified below.
  - A four (4) year Bachelor's degree from an accredited university. A combination of education and relevant experience will also be considered.
  - Six (6) years' experience leading projects in public relations, communications, or of a similar magnitude.
  - Six (6) years' experience in strategic communications planning and implementation, and public relations.
  - Excellent written and oral communication skills, strong analytical and problem solving skills, ability to work independently, and effective interpersonal skills.
  - Advanced level Microsoft Office skills and the ability to quickly learn new software applications.
  
2. The Communications/Public Outreach Specialist should possess the qualifications identified below.
  - A four (4) year Bachelor's degree in Public Relations, Communications, Journalism or related field from an accredited university. A combination of education and relevant experience will also be considered.
  - Three (3) years' experience conducting outreach including market research, audience identification, message development, and writing communications for executive level officials and/or the general public.
  - Experience in copywriting and editing.
  - Strong oral and written communication skills, excellent attention to detail and ability to work under tight deadlines are needed.
  - Advanced level Microsoft Office skills, photo and video-editing software, and the ability to quickly learn new software applications.
  
3. The Social Media and Website Content Specialist should possess the qualifications identified below.
  - A four (4) year Bachelor's degree from an accredited university. A combination of education and relevant experience will also be considered.



- Three (3) years' experience developing website content and social media channels.
  - Expertise with best practices and functionality of major social media channels including, but not limited to Facebook, Twitter, etc.
  - Strong oral and written communication skills, excellent attention to detail and ability to work under tight deadlines are needed.
  - Advanced level Microsoft Office skills, photo and video-editing software, and the ability to quickly learn new software applications.
4. The Graphic Designer/Artist should possess the qualifications identified below.
- High school diploma or its equivalent.
  - Three (3) years' experience preparing layouts, designs, artwork and formats for use in publication.
  - Strong working knowledge of printing, publishing and/or graphics art procedures and related computer software.
  - Strong oral and written communication skills, excellent attention to detail and ability to work under tight deadlines are needed.
  - Advanced level Microsoft Office skills, photo and video-editing software, design software, and the ability to quickly learn new software applications.
5. The Clerical/Administrative Assistant should possess the qualifications identified below.
- High school diploma or its equivalent.
  - One (2) year' experience performing routine office administration and secretarial services. Additional education may substitute for experience.
  - Strong working knowledge of standard office procedures, basic computer operations, and office equipment operation.
  - Working knowledge of office machines and computer terminals to input and retrieve data.
  - Excellent attention to detail and ability to communicate and answer incoming phone calls.