CONSULTING SERVICES CONTRACT FOR LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM

between the

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
and

EMERGENT METHOD, LLC

PO# 2000343092

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OFFICE OF
COMMUNITY DEVELOPMENT
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DISASTER RECOVERY UNIT

This Agreement (hereinafter referred to as the "Agreement" or "Contract") is entered into by and between EMERGENT METHOD, LLC ("Contractor"), and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT ("OCD"). Contractor and the OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

I. SCOPE OF SERVICES

A. Goals and Objectives

The State of Louisiana, through the OCD, is administering the Community Development Block Grant ("CDBG") Program for disaster recovery efforts necessary due to hurricanes Katrina, Rita, Gustav, Ike, Isaac, Severe Storms and Flooding of 2016, 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 Restore Louisiana Task Force and OCD to reach flood victims, key stakeholders, media, and the general public. In addition to the Restore Louisiana programs, communications and outreach services may also be requested by OCD for other existing disaster recovery programs which OCD administers or is a stakeholder, as well as the possibility of expanded services for other similar disaster recovery programs on an as needed/as assigned basis. As outlined in detail below, Contractor will perform certain tasks ("Services") 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.

B. Statement of Work

1. It is contemplated that Contractor will, from time to time, be requested by the OCD, through its State Program Manager ("SPM"), to perform certain Services for the OCD in furtherance of the communications and outreach services set forth in this Agreement. Each request will be in the form of a document authorizing the

completion of certain Services (a "Task Order"). All Services provided by the Contractor under any Task Order shall be governed by the terms and conditions of this Agreement. At the inception of this Agreement, the method of compensation shall be on a time basis using the rates set forth in the Rate Schedule attached to this Agreement as Attachment II.

2. The execution of this Agreement 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 Agreement.

3. 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.

4. In accordance with instructions given by the OCD through specific Task Orders, the Contractor shall do and perform Services including but not limited to all services detailed in Attachment I, attached hereto and made a part hereof.

C. Contract Monitor/Performance Measures

The SPM for OCD on this Agreement is the Executive Director or his/her designee. The performance measures for this Agreement shall include the successful performance and completion of Contractor's obligations as provided in this Agreement and in each individual Task Order. Task Orders will be monitored monthly to measure progress toward finalizing deliverables and to measure that progress against the Task Order budget.

D. Monitoring Plan

The OCD will monitor the Services provided by the Contractor under Task Orders and the expenditures of funds under this Agreement. The SPM will be primarily responsible for the 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 or performance standards developed by the OCD and agreed to by the Contractor.

Task Order progress tracking will be accomplished through monthly Task Order tracking reports submitted in conjunction with invoices that include the percent completion of the Task Order and the amount invoiced to date. Percentage of completion estimates may be confirmed by OCD by a review of deliverables received. Analysis and comparison of percent work complete and amount invoiced to date against the Task Order budgets for these items will provide the monitoring information necessary to ensure the continued

successful performance of the Contractor. OCD will closeout completed Task Orders to ensure that the work has been properly completed and all deliverables have been received.

E. Deliverables

The Contract will be considered complete when the Contractor has delivered and OCD has accepted all deliverables specified in this Agreement and/or any issued Task Order(s).

F. Substitution of Key Personnel

The Contractor's key personnel assigned to this Agreement shall not be replaced without the written consent of OCD. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any employee of the Contractor becomes unavailable due to the resignation, illness, or other factors outside of the Contractor's control, the Contractor shall be responsible for providing an equally qualified replacement.

II. PAYMENT PROCESS

A. The maximum amount of this Contract is $260,000.00 (the "Funds"). Invoices shall be submitted on a monthly basis using an invoice format approved by OCD. The Contractor will not be paid more than the maximum amount of the Contract. Invoices shall be organized so that Services are clearly identified in a separate detailed listing of charges. Invoices that include Other Direct Costs (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. Only time and ODC's properly billed and approved by OCD will be paid. No additional expenses of any sort will be paid separately under the Contract.

B. As set forth in Task Orders, compensation shall be invoiced on a time basis. Time services will be invoiced in accordance with the Rate Schedule in Attachment II and shall not exceed the maximum amount set forth in individual Task Orders, unless a revision to the Task Order is approved by the OCD in writing. Services not authorized by a Task Order shall not be paid. The Rate Schedule in Attachment II is made part of this Agreement and will remain in effect for the term of the Agreement.

C. 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, not to exceed $1,000 per deliverable. The penalty will be assessed against accounts payable to the Contractor under this Contract. 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.

D. Payment of invoices must be approved by the Financial Manager of the Disaster Recovery Unit of OCD or designee. The State will make every reasonable effort to make payments within twenty-five (25) business days of receipt of invoice. 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. Any exception granted by the SPM may include a 25% reduction to the amount of the invoice submitted late.

III. TERM OF CONTRACT; TERMINATION OR SUSPENSION OF CONTRACT

A. Contract Term

This Contract shall begin on May 15, 2018 and end on May 14, 2021, unless terminated early under the provisions herein.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Contractor materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;

2. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner the obligations under this Agreement;

3. Submission by the Contractor of reports to the OCD, HUD or their auditors, reports that are incorrect or incomplete in any material respect, provided the Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time; or

4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, the Contractor shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. The 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 lost profits, lost revenue or any other compensation or damages.

C. Termination for Convenience

The OCD may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to the Contractor. The Contractor shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Agreement. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of funds by OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. The Contractor shall be paid for all authorized Services properly performed prior to termination. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

IV. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Force Majeure

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 on their respective duties under the Agreement.

B. Indemnity

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 the Contract. The Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however that the Contractor shall not indemnify for that portion of

any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Indemnify Relating To Use Of Protected Process Or Product

The 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 the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the 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 the Contract; 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 the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the Authorized User'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 (ii) 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 the 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 to the 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.

V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS

A. Taxes

The Contractor is responsible for payment of all applicable taxes from the Funds to be received under this Contract. The Contractors' 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 prospective 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 prospective Contractor hereby attest to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance may be verified. The prospective 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. The contracting 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.

B. State Furnished Resources

State shall appoint a 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 OCD shall remain the property of OCD and shall be returned by the Contractor to OCD, upon request, at termination, expiration or suspension of this Agreement.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement 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 OCD, and shall, upon request, be returned by the Contractor to OCD at termination or expiration of this Agreement. Cost incurred by the Contractor to compile and transfer information for return to OCD shall be billed on a time and material basis, subject to the maximum amount of this Agreement. Software and other materials owned by the Contractor prior to the date of this Agreement and not related to this Agreement shall be and remain the property of the Contractor.

C. Subcontractors

The Contractor may, with prior written permission from OCD, enter into subcontracts with third parties ("Subcontractors") 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 the Contractor to OCD for any breach in the performance of the Contractor's duties. Subcontractor's agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Contingent on verification that no Subcontractor has been debarred, OCD hereby approves the following Subcontractors to provide or perform any part of the Services under the Agreement:

- Zehnder Communications, Inc.
- Innovative Emergency Management, Inc.

The Contractor shall not contract with any other Subcontractor(s) without the express written approval of OCD.

D. Fund Use

The Contractor agrees not to use proceeds from this Agreement 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 or is 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.

The 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. The Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

E. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to OCD's operation which are designated confidential by 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 OCD. The identification of all such confidential data and information as well as OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by 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 OCD to be adequate for the protection of OCD's confidential information, such methods and procedures may be used, with the written consent of 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 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.

The obligations under this Section shall survive the termination or expiration of this Agreement.

F. Insurance

Contractor's Insurance: The Contractor shall not commence work under the Contract until it has obtained all insurance required herein at its own cost and expense, and Contractor shall maintain the required insurance for the duration of the Contract or as further indicated herein. The date of the inception of the policy must be no later than the first date of anticipated work under the Contract. Certificates of Insurance shall be filed with the State for approval. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State before work is commenced. Contractor must provide the State thirty (30) days' prior written notice of any cancellation or reduction in coverage for any such insurance. Any such cancellation or reduction in coverage, if not approved in advance, may result in termination of the Contract.

Workers' Compensation Insurance: Before any work is commenced, Contractor must have in place and shall maintain during the life of the Contract, Workers' Compensation Insurance for all of Contractor's employees employed in the performance of the Contract. In case any work is sublet, 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. Workers' Compensation Insurance shall be in compliance with the Workers' Compensation law of the state of the Contractor's headquarters. In case any class of employees engaged in work under the 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. Employer's Liability must be 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 Longshore and Harbor Workers' Compensation Act, Jones Act, or other maritime law coverage shall be included.

Commercial General Liability Insurance: Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance, including Personal and Advertising Injury Liability, which shall protect it, and the State, its officers, trustees, employees, servants, and/or agents, from losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities relating to personal injury, general negligence, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Contractor, its employees, officers, agents, partners or Subcontractors, and which may arise from operations or services under the Contract, whether such operations or services be by Contractor or by a Subcontractor, or by anyone directly or indirectly employed or procured by either of them, or in such manner as to impose liability on the State, its officers,

trustees, employees, servants, and/or agents. Such insurance shall name the OCD, its officers, trustees, employees, servants, and agents as additional insureds. The amount of coverage shall be as follows: Commercial General Liability insurance, including Personal and Advertising Injury Liability, with policy limits of not less than $1,000,000 per occurrence and a minimum general aggregate of $2,000,000. Claims-made form is unacceptable.

Professional Liability (Errors & Omissions) Insurance: The Contractor shall maintain 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. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.

Owned, Non-Owned and Hired Motor Vehicles: Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover and include third-party bodily injury and property damage liability for any owned, non-owned, and hired motor vehicles engaged in operations within the terms of the Contract, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: Contractor shall include all Subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates of Insurance provided for any and all Subcontractors, which are not protected under the Contractor's own insurance policies, of the same nature and in the same amounts as required of Contractor. Subcontractors shall be subject to all of the requirements stated herein. The State reserves the right to request copies of Subcontractor's Certificates of Insurance at any time.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and accepted by the State. The Contractor shall be responsible for all deductibles and self-insured retentions.

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

1. Commercial General Liability and Automobile Liability Coverages

a. The OCD, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the State.

b. The Contractor's insurance shall be primary as respects OCD, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by OCD, its

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

2. Workers' Compensation and Employer's Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against OCD, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for OCD under the Contract.

3. All Coverages

a. All policies must be endorsed to require thirty (30) days written notice of cancellation to OCD. Ten (10) 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.

b. The acceptance of the completed work, payment, failure of OCD to require proof of compliance, or OCD's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

Acceptability of Insurers: All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction(s) in which the Project is performed. Insurance shall be placed with insurers with a **A.M. Best's rating of A-:VI or higher.** This rating requirement may be waived for Worker's 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 as required in the Contract.

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, Disaster Recovery Unit,
Its Officers, Agents, Employees and Volunteers
617 N. Third Street, 6th Floor
Baton Rouge, LA 70802

Upon failure of the Contractor to furnish, deliver, or maintain such insurance as above provided, the Contract, at the election of 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 the Contract.

G. Audits and Inspections

It is hereby agreed that OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of the Contractor and/or its Subcontractors that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing the Contractor or Subcontractors, as appropriate, with reasonable advance notice. The Contractor and its Subcontractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by the Contractor or Subcontractor, as appropriate.

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 OCD's option, result in the withholding of future payments and/or return of funds paid under this Contract.

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

H. 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 the 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 OCD and all such rights shall belong to OCD.

I. Changes

The OCD may, from time to time, request changes in the Services described in the Scope of Services. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the Parties, shall be

incorporated in written amendments to this Agreement, subject to all legally required approvals.

J. Covenant Against Contingent Fees and Conflicts of Interest

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

No member, officer, or employee of, or agents, Subcontractor, member of the governing body of the 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 Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program or in any activity or benefit, which is part of this Agreement.

The Contractor shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. The Contractor agrees to immediately notify the OCD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

K. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities

The work to be performed under this Contract shall be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set

forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

The Contractor agrees to include this section 3 clause in every contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that any Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor's Subcontractors will not subcontract with any Subcontractors where such Subcontractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after such Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent such Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. The Contractor's contracts that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

L. Discrimination and Compliance Provisions

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 Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Section 109 of the Housing and Community Development Act of 1974; 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 this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of unlawful discrimination committed by the Contractor or its Subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

M. 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.

N. Clean Air Act, Clean Water Act and Other Requirements

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq. (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD 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 Agreement.

O. Energy Efficiency

The 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 the Contractor and its Subcontractors. The OCD will provide such standards and policies to the Contractor as a pre-condition of this stipulation.

P. Eligibility Status

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

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.

Q. Drug-Free Workplace Requirement

The Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between the Contractor and any third parties using funds under this Agreement in accordance with FAR part 23.500, et seq.

R. General Compliance

The Contractor will agree with all applicable federal, state, and local laws and regulations, as now is effect and as may be amended from time to time.

S. Financial Management

The Contractor shall administer its project in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The Contractor is responsible for having all its Subcontractors and project sponsors administer their projects in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

T. 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 the Contract for a period of five (5) years after closeout of OCD's federal grant providing the funds for this Contract. Contractor will be notified of the grant closeout date 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.

U. Prohibited Activity

The Contractor is prohibited from using, and is responsible for its Subcontractors being prohibited from using, the funds provided herein or personnel employed in the

administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Contractor will comply with the provision of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

VI. MISCELLANEOUS PROVISIONS

A. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the Parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns. Nothing in this provision shall prevent the Contractor from entering into subcontracts with one or more Subcontractors as provided elsewhere in this Agreement.

B. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

C. Applicable Law, Remedies, and Venue

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. R.S. 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

D. Entire Agreement and Order of Precedence

This Agreement, together with the RFP and addenda issued thereto by OCD, the proposal submitted by the Contractor in response to the RFP and any attachments specifically incorporated herein by reference, constitute the entire Agreement between the Parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the RFP, its amendments and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Contractor's proposal.

E. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement 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 Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party that (or whose 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 Agreement and any successor to a signatory Party.

F. Amendments, Supplements and Modifications

This Agreement may not be amended, supplemented or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement or modify this Agreement. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties. This Agreement may not be amended by a Task Order.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Contractor to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

G. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

H. Delay or Omission

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

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

I. Legal Authority

The 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 Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

J. 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.

K. Safety

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or 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 the Contractor may determine to be reasonably necessary.

L. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 the Agreement shall forthwith be amended to make such insertion or correction.

M. Ownership

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 by herein shall become the property of OCD, and shall, upon request, be returned by Contractor to OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to OCD shall be billed on a time and material basis, 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. Costs to deliver and transmit such records, reports, documents and materials shall be billed to State in accordance with Attachment II. Contractor may retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

N. No Third Party Beneficiaries

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The OCD and the Contractor are and shall remain the only parties to this Agreement and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Agreement. The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by OCD and the Contractor. This provision does not affect the indemnity and insurance obligations under this Contract.

O. Complete Contract

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

P. Advertising

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

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 OCD.

Q. 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.

R. Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any Subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but no limited, to the Commissioner of Administration's authority in procurements matters.

S. 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. The Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

T. 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.

U. Disposition of Assets

Contractor shall have any new contractual agreement to be paid as an ODC, including leases and software licenses, assignable to the State at the termination of the Contract. Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of the Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of the Contract, shall at the State's direction be delivered to the State, including but not limited to all furniture, equipment, and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State's direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of the Contract, Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

V. Close-outs

The Contractor shall agree to comply with the requirements of 24 CFR §570.509 (CDBG) for Program closure. The Contractor's obligation to OCD-DRU 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. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

W. Notices

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

To the OCD:
Executive Director
Disaster Recovery Unit
Office of Community Development
Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605
To Contractor:

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

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

By: _____

Name: Patrick W. Forbes

Title: Executive Director

Date: 5·18·18

OFFICE OF COMMUNITY DEVELOPMENT

By: _____

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

Date: 5/18/2018

DIVISION OF ADMINISTRATION

By: _____

Name: Nicklos S. Speyrer

Title: President

Date: 5/10/2018

CONTRACTOR

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

The Contractor must work with OCD, Restore Louisiana Task Force, and/or employees from the Division of Administration to provide communications and outreach services in connection with the Restore Louisiana Program, other existing disaster recovery programs, or any other similar disaster recovery program yet to be defined, as requested by OCD.

The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the Contract. Tasks to be accomplished under the 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 the Contract, subject to the approval of the OCD and the Office of State Procurement (OSP).

The Contractor shall provide adequate staffing in number and qualifications to successfully complete the Scope of Services described herein in a timely fashion. The Contractor will be responsible for the management of staff and subcontractors and all personnel issues related thereto.

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 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.

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.

4 Functional Requirements

The OCD has received CDBG funds to implement programs to aid in the State's recovery from the Severe Storms and Flooding of 2016. 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.

5 Project Requirements

The Contractor will provide the following:

a. Project Management: Oversight of all activities provided under the 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.

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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	$150.00
Communications/Public Outreach Specialist	$135.00
Social Media and Website Content Specialist	$120.00
Graphic Designer/Artist	$105.00

1st AMENDMENT TO:

PO# 2000343092
DUNS# 034806728
AMENDMENT # 1

CONTRACT FOR CONSULTING SERVICES

BY AND BETWEEN

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

AND

EMERGENT METHOD, LLC

EFFECTIVE DECEMBER 1, 2018

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 3:

II. PAYMENT PROCESS

A. The maximum amount of this Contract is $260,000.00 (the "Funds"). Invoices shall be submitted on a monthly basis using an invoice format approved by OCD. The Contractor will not be paid more than the maximum amount of the Contract. Invoices shall be organized so that Services are clearly identified in a separate detailed listing of charges. Invoices that include Other Direct Costs (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. Only time and ODC's properly billed and approved by OCD will be paid. No additional expenses of any sort will be paid separately under the Contract.

CHANGE AGREEMENT TO:

Page 3:

II. PAYMENT PROCESS

B. The maximum amount of this Contract is $760,000.00 (the "Funds"). Invoices shall be submitted on a monthly basis using an invoice format approved by OCD. The Contractor will not be paid more than the maximum amount of the Contract. Invoices shall be organized so that Services are clearly identified in a separate detailed listing of charges. Invoices that include Other Direct Costs (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. Only time and ODC's properly billed and approved by OCD will be paid. No additional expenses of any sort will be paid separately under the Contract.

ADD:

Page 24:

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, 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 the contract.

REASON FOR CHANGE:

To increase the maximum contract amount by $500,000 to facilitate communications and outreach services for various programs administered by OCD.

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ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The State of Louisiana, Division of Administration, Office of Community Development and Emergent Method, LLC have caused this amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.

OFFICE OF COMMUNITY DEVELOPMENT

By:_____

Name: Patrick W. Forbes

Title: Executive Director

Date: 12.19.18

DIVISION OF ADMINISTRATION

By:_____

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

Date: 1/7/2019

CONTRACTOR

By:_____

Name: Nick Speyrer

Title: President

Date: 12/5/18

RECEIVED
OFFICE OF
COMMUNITY DEVELOPMENT
2019 OCT -1 AM 10: 37
DISASTER RECOVERY UNIT

PO# 2000343092
DUNS# 034806728
AMENDMENT # 2

CONTRACT FOR CONSULTING SERVICES

BY AND BETWEEN

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

AND

EMERGENT METHOD, LLC

EFFECTIVE OCTOBER 1, 2019

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 3:

II. PAYMENT PROCESS

A. The maximum amount of this Contract is $760,000.00 (the "Funds"). Invoices shall be submitted on a monthly basis using an invoice format approved by OCD. The Contractor will not be paid more than the maximum amount of the Contract. Invoices shall be organized so that Services are clearly identified in a separate detailed listing of charges. Invoices that include Other Direct Costs (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. Only time and ODC's properly billed and approved by OCD will be paid. No additional expenses of any sort will be paid separately under the Contract.

CHANGE AGREEMENT TO:

Page 3:

II. PAYMENT PROCESS

B. The maximum amount of this Contract is $1,000,000.00 (the "Funds"). Invoices shall be submitted on a monthly basis using an invoice format approved by OCD. The Contractor will not be paid more than the maximum amount of the Contract. Invoices shall be organized so that Services are clearly identified in a separate detailed listing of charges. Invoices that include Other Direct Costs (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. Only time and ODC's properly billed and approved by OCD will be paid. No additional expenses of any sort will be paid separately under the Contract.

REASON FOR CHANGE:

To increase the maximum contract amount by $240,000 to facilitate communications and outreach services for various programs administered by OCD.

(Balance of this page left blank intentionally.)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The State of Louisiana, Division of Administration, Office of Community Development and Emergent Method, LLC have caused this amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.

OFFICE OF COMMUNITY DEVELOPMENT

By:_____

Name: Patrick W. Forbes

Title: Executive Director

Date: 10.15.19

DIVISION OF ADMINISTRATION

By:_____

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

Date: 10/17/2019

CONTRACTOR

By:_____

Name: Nick Speyrer

Title: President

Date: 10/1/19

RECEIVED
OFFICE OF
COMMUNITY DEVELOPMENT
2020 JAN 27 AM 9: 16
DISASTER RECOVERY UNIT

PO# 2000343092
DUNS# 034806728
AMENDMENT # 3

CONTRACT FOR CONSULTING SERVICES

BY AND BETWEEN

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

AND

EMERGENT METHOD, LLC

EFFECTIVE February 1, 2020

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 3:

II. PAYMENT PROCESS

A. The maximum amount of this Contract is $1,000,000.00 (the "Funds"). Invoices shall be submitted on a monthly basis using an invoice format approved by OCD. The Contractor will not be paid more than the maximum amount of the Contract. Invoices shall be organized so that Services are clearly identified in a separate detailed listing of charges. Invoices that include Other Direct Costs (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. Only time and ODC's properly billed and approved by OCD will be paid. No additional expenses of any sort will be paid separately under the Contract.

CHANGE AGREEMENT TO:

Page 3:

II. PAYMENT PROCESS

A. The maximum amount of this Contract is $2,000,000.00 (the "Funds"). Invoices shall be submitted on a monthly basis using an invoice format approved by OCD. The Contractor will not be paid more than the maximum amount of the Contract. Invoices shall be organized so that Services are clearly identified in a separate detailed listing of charges. Invoices that include Other Direct Costs (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. Only time and ODC's properly billed and approved by OCD will be paid. No additional expenses of any sort will be paid separately under the Contract.

REASON FOR CHANGE:

To increase the maximum contract amount by $1,000,000 to continue critical communication operations for the Restore Homeowner Program since the prime contract ends April 20, 2020 and for the ramping up of the Louisiana Watershed Initiative to increase communications, outreach and constituent services.

(Balance of this page left blank intentionally.)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The State of Louisiana, Division of Administration, Office of Community Development and Emergent Method, LLC have caused this amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.

OFFICE OF COMMUNITY DEVELOPMENT

By:_____

Name: Patrick W. Forbes

Title: Executive Director

Date: 2·17·20

DIVISION OF ADMINISTRATION

By:_____

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

Date: 2/17/2020

CONTRACTOR

By:_____

Name: Nick Speyrer

Title: President

Date: 1/27/20