

STATE OF LOUISIANA

CONTRACT

PO# 2000373488

The State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, hereinafter sometimes referred to as the "State" or "OCD", and The Compass Group Affordable Housing, LLC, hereinafter sometimes referred to as the "Contractor", do hereby enter into a Contract under the following terms and conditions. Contractor and the OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

1 GENERAL AND ADMINISTRATIVE INFORMATION

This agreement addresses the functional support services needed for the Community Development Block Grant-Low Income Housing Tax Credits (CDBG-LIHTC) Program (herein referred to as "Piggyback Program"), the Affordable Rental Program (herein referred to as "ARP Program") and certain housing related aspects of various Restore Louisiana programs (herein referred to as "Restore Louisiana Program"), as well as possibly expanding the services to accommodate other existing disaster recovery programs and resiliency/mitigation programs which OCD administers or is a stakeholder and/or other disaster recovery programs, resiliency/mitigation program, and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The Piggyback Program, ARP Program, Restore Louisiana Program and other programs 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. 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 Contract. 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: Rate Schedule

The execution of this Contract is not intended nor shall it be construed to obligate OCD to request any specific services or amount of services from the Contractor under any Task Order. 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 as 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 OCD.

1.2 GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

1. To support the rehabilitation and/or development of affordable and mixed-income multi-family rental housing on eligible sites in designated disaster impacted areas.
2. To obtain Program services which meet OCD's business requirements.

1.3 PERFORMANCE MEASURES

The performance of this Contract will be measured by the 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 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 and to measure that progress against the Task Order budget.

1.4 MONITORING PLAN

OCD will monitor the services provided by the Contractor under Task Orders and the expenditures of funds under this 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.

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 using a quality/quantity control process to ensure that the work has been properly completed and all deliverables have been received.

1.5 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachment I: Scope of Services

1.6 DELIVERABLES

Requests for services from OCD will come in the form of task orders, which will describe the scope of work, deliverables, budget, and schedule. The Contract will be considered complete when the Contractor has delivered and OCD has accepted all deliverables specified in this Contract and/or any issued Task Order(s).

1.7 SUBSTITUTION OF KEY PERSONNEL

Personnel identified in the Proposal and other key personnel, 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. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted Proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The Contract shall begin on September 5, 2018 and shall end September 4, 2021, unless terminated earlier in accordance with the provisions herein. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval authorized by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the Contract amendment, to the Office of State Procurement (OSP) to extend Contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

2.2 LICENSES AND PERMITS

Throughout the term of the 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.

2.3 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>

2.4 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 54-1873351, DUNS number 602946811, and State tax identification number N/A.

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 attests 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.

3 CONFIDENTIALITY

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

The Contractor shall not be required under the provisions of the 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 the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and 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.

The obligations under Section 3 and its Subsections shall survive the termination or expiration of the Contract.

3.1.1 CONFIDENTIAL INFORMATION OF APPLICANTS

All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its Subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 3.6.2. below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

3.1.2 STATE'S PROCEDURAL REQUIREMENTS

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from The Road Home Database or Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3 and the Subsections thereof. The obligations under Section 3 are in addition to, and not in place of, the items outlined under Attachment I, Scope of Services.

3.1.3 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide the State Program Manager (SPM) with immediate notification (not more than 24 hours) of the Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any Subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

3.1.4 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from The Road Home Database or Open Records Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor as it is against the law for a non-law firm to share in legal fees.

3.1.5 SUBCONTRACT AGREEMENTS

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality, Section 3 and its Subsections. OCD shall be provided copies of such Subcontractor agreements upon request.

3.1.6 NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and Subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

3.1.7 LIMITATIONS ON COPYING; DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and

Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Sections 30 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and Subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

The Contractor will not be paid more than the maximum amount of the Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$1,500,000.

AH [Signature]

4.1 PAYMENT TERMS

Payments are predicated upon successful completion and written approval by OCD of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. No payments will be made by OCD on banking or State holidays. Contractor shall notify the State Program Manager in writing when seventy-five (75%) percent of the maximum contract amount has been expended.

Contractor may submit invoices, not more frequently than monthly, in accordance with executed task orders and hourly rates included in rate schedule provided in Attachment II. Invoices for services rendered shall not exceed the maximum amount set forth in individual task orders, unless a revision to the task order is approved by OCD in writing. Services not authorized by a task order shall not be paid.

Contractor will be paid the appropriate hourly rate while on authorized in-state field travel on behalf of OCD under the Contract. Contractor will be paid 50% of the appropriate hourly rate while on authorized out-of-state travel on behalf of OCD under the Contract. In addition, Contractor will be paid travel expenses in accordance with PPM 49 for travel authorized by OCD.

No overtime rates will be paid by OCD. All expenses billed must be segregated by the established Program. The Contractor shall submit its request for payment on an invoice form approved by OCD. All invoices must be supported by documentation including, but not limited to, the name of the individual, personnel title, hours worked, hourly rate, and description of the work performed. The Contractor shall transmit the invoice and required supporting documentation as defined by the

OCD, to the SPM. Following the SPM's or designee's review, the invoice shall be submitted to the OCD Financial Manager or designee for approval of payment.

OCD will make every reasonable effort to render payment for all valid and undisputed invoices within thirty (30) days of approval. 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. 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, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095.

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 NO GUARANTEE OF QUANTITIES

The scope and quantities referenced in the 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 unit prices stated in the Contract.

4.3 PENALTIES

For each deliverable due date in a task order agreed to by SPM and Contractor, a penalty of \$500 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. 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 the 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 the 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 the 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 the Contract on the open market and to charge the Contractor with cost in excess of the 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 the 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 the 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 the 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 lost profits, lost revenue or any other compensation or damages.

5.2 TERMINATION FOR CONVENIENCE

State may terminate the 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 the Contract. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the 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 the Contract, the 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 the 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 real or personal tangible 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 hoses 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.

At the State's option, counsel providing the defense of the State shall be selected by the State.

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 the Contract.

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 the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

8 FUND USE

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.

10 RIGHT TO AUDIT

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the Office of Community Development, Disaster Recovery Unit, or others so designated by them, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records directly pertaining 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. Records, including direct read access to databases and all tables, shall be made available during normal working hours for

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

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 the 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 the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

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 the 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 State 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 the Contract as provided for in the Proposal.

None

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 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.

14 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.

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 regulations, as now in effect and as may be amended from time to time.

17 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.

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 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.

19 PROHIBITED ACTIVITY

Contractors 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 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 Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. 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 agreement, 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 Agreement.

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

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. 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
7. Establishment of processes and procedures to close out and/or transition the Program as necessary.

26 INSURANCE

Contractor's Insurance: The Contractor shall not commence work under the contract until it has obtained all insurance required herein, 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 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 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. Exceptions to the insurance requirements for Subcontractors prescribed herein may be made with the written approval of the State Program Manager.

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 the OCD, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract 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 the OCD, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for the OCD under the contract.

3. All Coverages

- a. All policies must be endorsed to require thirty (30) days written notice of cancellation to the 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 the OCD of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or the 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 the 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 the 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 the 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 the 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 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 the contract.

27 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

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

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

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 subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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 Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

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 OCD shall remain the property of the OCU and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract.

31 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.

32 ELIGIBILITY STATUS

At the time of execution, Contractor, and each tier of Subcontractors, certify 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.

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

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 Agreement 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 the 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 the 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 5%. Compliance of a Subcontractor will be determined based on the value of the 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 ENTIRE AGREEMENT CLAUSE

This Contract, together with the RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's RFP, and any exhibits 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.

39 ORDER OF PRECEDENCE

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Contractor's Proposal;

second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

40 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 OCD:

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

To Contractor:

Mr. Anker Heegaard
The Compass Group Affordable Housing, LC
2100 Crystal Drive, Suite 675
Arlington, VA 22202-4824
(718)963-2163
anker@compassgroup.net
cwilkins@compassgroup.net

41 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 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 the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract.

42 PUBLIC COMMUNICATIONS

Contractor shall not issue or participate any public communications or public meetings regarding the Program and Contractor's activities under this Contract without the prior consent of the OCDU.

43 SAFETY

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 Contractor may determine to be reasonably necessary.

44 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.

45 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 the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

46 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.

47 ADVERTISING

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

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.

48 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.

49 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.

50 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.

51 COMMISSIONER'S STATEMENTS

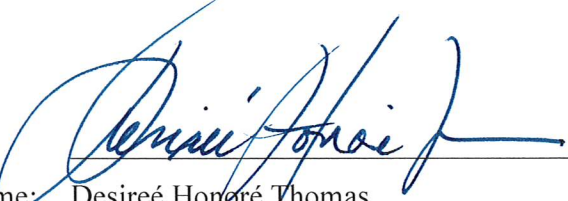
Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


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

By: 
Name: _____
Title: _____
Date: 9.24.18

OFFICE OF COMMUNITY DEVELOPMENT

By: 
Name: Desiree Honore Thomas
Title: Assistant Commissioner
Date: 9/26/2018

DIVISION OF ADMINISTRATION

By: 
Name: Anker Heegaard
Title: Principal
Date: 09/04/18

COMPASS GROUP AFFORDABLE HOUSING, LLC

ATTACHMENT I, SCOPE OF SERVICES

SCOPE OF SERVICES

Scope of Services

The Contractor must possess the knowledge, capability, and resourcefulness needed to provide functional support required to facilitate administration of the Piggyback Program, ARP Program, Restore Louisiana Program, as well as possibly expanding the services to accommodate other existing disaster recovery programs and resiliency/mitigation programs which OCD administers or is a stakeholder and/or other disaster recovery programs, resiliency/mitigation programs, and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters.

Tasks and Services

The Contractor shall be responsible for successfully transitioning (in conjunction with OCD and the incumbent contractor) to being the Contractor responsible for completing all required services. The Contractor shall provide competent and qualified staff to work on the scope of services under the contract.

The Contractor will be 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 in the form of task orders with associated deliverables, performance measures, budget, timelines, among other requirements. The scope of services presented is based upon circumstances existing currently. OCD reserves the right to modify or delete the tasks and services listed and, if appropriate, add additional tasks and services prior to and during the term of the Contract, subject to the approval of the OCD and Office of State Procurement.

At a summary level, these tasks include:

1. Implementation/Transition of Services
2. General Services
3. Funding Application Review
4. Pre-closing Financial and Compliance Review
5. Post-completion Financial Review
6. Asset Management Support

For each task listed below, the use of the same staff will depend on the skillset, timing of work, and needs of the Program. OCD reserves the right to adjust staffing levels depending on the actual needs of the Program. Under the supervision of and in collaboration with OCD, the Contractor shall perform the following tasks and services as requested by OCD:

Task (1): Implementation/Transition of Services

- Assign a dedicated implementation team to manage the implementation process and the transition of services from the incumbent contractor.

- Work with OCD and incumbent contractor to transfer competencies and operational expertise essential to providing the Program functional support services with minimum disruption to the Program.
- Conduct project status implementation meetings with the State Program Manager.
- Ensure successful and timely completion of all tasks necessary to begin performance of the contract.

Task (2): General Services

- Provide knowledgeable staff to assist with presentation preparation and subsequent delivery, as well as attend and support outreach activities, meetings and/or discussions with developers and/or other stakeholders.
- Assist in developing and implementing future funding initiatives as needed.
- Provide ongoing advisory and consultation services relating to current and future Qualified Allocation Plans (QAP) and award issues, policy and Program changes (i.e., applicable regulations, notices, rulings, other published guidance, etc.) as well as any other issues.
- Perform analysis and corresponding documentation preparation needed to facilitate discussions with individual developers and other stakeholders' related matters such as funding, Program requirements, etc.
- Prepare and distribute policy and procedure materials as needed.
- Provide status reports within the timeframe specified by OCD at the time of request.
- Provide technical assistance, administrative support, and training to OCD and any other entities designated by OCD. Contractor shall provide and prepare necessary materials as it relates to the respective project assignment.

Task (3): Funding Application Review

- Perform Program and organization assessment based upon need and available resources, (including consultation with governmental and non-governmental stakeholders). This assessment includes the existing Program/funding rounds as well as potential future programs/funding rounds.
- Complete the review and scoring of any funding applications remaining from the incumbent contractor.
- Assist with change management planning and implementation, including but not limited to design of application material, design of review processes, and subsequent training of reviewers.
- Assist the OCD Loan Committee or other approving body as needed, including preparation of draft award letters for OCD review and approval.
- Review funding application(s) including, but not limited to, evaluation and scoring activities (i.e., underwriting of proposed projects to determine the projects' feasibility and viability, applicant's capacity to complete the project, etc.), draft deficiency letters and subsequent responses to draft deficiency letters.
- Maintain comprehensive information on applications and awards in accordance with all Program requirements as now in effect and as amended.

- Conduct business process engineering.

Task (4): Pre-Closing Financial and Compliance Review

- Analyze developer/stakeholder proposals and concerns.
- Participate in conference calls and meetings as needed, to support OCD in discussions and negotiations of project specific issues.
- Evaluate the administrative and financial capacity of the proposed key principal(s) through review of financial statements.
- Evaluate projects for compliance with 24 CFR 35 (Lead Based Paint) and the Uniform Relocation Act (URA).
- Assist OCD with the explaining current funding opportunities as they relate to application assumptions and project design to developers and other stakeholders as well as negotiate specific arrangements with stakeholder interests.

Task (5): Post-Completion Financial Review

- Review and verify funding assumption allocations for the project(s).
- Review loan recipient's cost/finance/syndication certification package and prepare draft post-completion Subsidy Layering Review for OCD review and approval.
- Determine the final amount of CDBG funding required for the project(s).
- Conduct discussions with the loan recipient(s) as needed, regarding the transition from construction to asset management (i.e., proper setup of project operating accounts and project accounting for surplus cash).

Task (6): Asset Management Support

- Maintain all required accounting and financial reporting associated with the loan portfolio in accordance with all Program requirements as now in effect and as amended.
- Perform an annual analysis of audited financial statements and audited surplus cash statements submitted by loan recipients in order to validate the loan repayment amount due to OCD.
- Draft surplus cash analysis for OCD discussion and approval.
- Conduct an annual analysis on the performance of loans included in OCD's portfolio.
- Recommend any needed adjustments to loan payment amounts for OCD discussion and approval.
- Identify and evaluate potential compliance issues for OCD discussion and approval.

1.1 Deliverables

Requests for services from OCD will come in the form of task orders, which will describe the scope of work, deliverables, budget, and schedule.

1.2 Project Requirements

The Contractor will provide the following:

- **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.
- **Monthly Meetings:** OCD may require formal monthly conferences no later than ten (10) calendar 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.
- **Reporting:** OCD will require a monthly progress report submitted in conjunction with invoices that include the percent completion of the task order(s) and the amount(s) invoiced to date.

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.

NETWORK CONNECTIVITY.

Any Contractor-provided workstations or devices to be connected to the State's network must comply with state network and security standards which will be supplied by the State at the time of any necessary connection Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the state network. All hardware and software must be reviewed before it is used on the local area network, and shall be made operable on the local area network with written approval of the state.

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract.

STATE PROGRAM MANAGER.

The State Program Manager appointed by the State is currently Thomas LaTour.

ATTACHMENT II, RATE SCHEDULE

All invoices associated with the Contract activities shall be based upon the fees set forth below.

PERSONNEL TITLE	HOURLY RATE
Project Director	\$ 295
Consultant 1	\$ 235
Consultant 2	\$ 175

Contractor will also be paid the appropriate hourly rate while on authorized in-state field travel on behalf of OCD under the Contract. Contractor will be paid 50% of the appropriate hourly rate while on authorized out-of-state travel on behalf of OCD under the Contract. In addition, Contractor will be paid travel expenses in accordance with PPM 49 for travel authorized by OCD.

No overtime rates will be paid by OCD.

PO#2000373488
CFMS # N/A
AMENDMENT # 1

CONTRACT BETWEEN
STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
AND
COMPASS GROUP AFFORDABLE HOUSING, LLC
EFFECTIVE AUGUST 1, 2020

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 7, 4.0 **COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

The Contractor will not be paid more than the maximum amount of the Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$1,500,000.

CHANGE AGREEMENT TO:

Page 7, 4.0 **COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

The Contractor will not be paid more than the maximum amount of the Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$1,814,140.

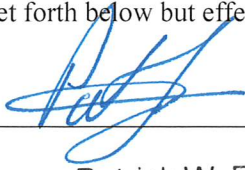
RECEIVED
2020 AUG 21 AM 9 16
OFFICE OF COMMUNITY DEVELOPMENT
STATE OF LOUISIANA

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

REASON FOR AMENDMETNT: This amendment is to increase the contract amount to more correctly reflect actual expenses for consulting services related to tax advantaged affordable housing developments.

BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY.

THUS 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
Executive Director
Title: _____
Date: 9.1.20

OFFICE OF COMMUNITY DEVELOPMENT

By: 
Name: Desiree Honore Thomas
Title: Assistant Commissioner
Date: 9/2/2020

DIVISION OF ADMINISTRATION


By: _____
Name: Anker Heegaard
Title: Managing Member
Date: 08/17/2020

COMPASS GROUP AFFORDABLE HOUSING, LLC