

K22-535

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Governor's Office of Homeland Security and Emergency Preparedness

AND

SUBRECIPIENT NAME

City of New Orleans

AGREEMENT NUMBER (ISIS/LAGOV)

N/A

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☐ SOCIAL SERVICES ☐
PERSONAL SERVICES ☐ AGENCY ☐ GOVERNMENTAL ☐ COOPERATIVE ENDEAVOR ☒

SUBRECIPIENT (Legal Name if Corporation)

City of New Orleans

FEDERAL SUBRECIPIENT'S TAX ID NUMBER

72-6000969

SUBRECIPIENTS DUNS NUMBER

Enter Subrecipient's DUNS Number

STREET ADDRESS

1300 Perdido Street, Suite 9W03

TELEPHONE NUMBER

504-658-8740

CITY New Orleans

STATE LA ZIP CODE 70112

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

GOHSEP will provide Subrecipients that lack adequate resources, staff, and expertise to manage the FEMA Hazard Mitigation Grant Program (HMGP) process effectively, while still maintaining regular daily responsibilities, the ability to utilize Program Management (PM) Services that GOHSEP has procured, selected, and negotiated fees. The selected PM Consultant is available to assist the Subrecipient by providing PM assistance and services so that they may pursue funding through the FEMA HMGP related to funding allocations received from the State resulting from Hurricanes Laura and Delta, and potentially future events. The engagement for PM Services has been expanded to include declared disasters for Hurricane Zeta (4577), Winter Weather (4590), May Flooding (4606), and Hurricane Ida (4611).

Term of Agreement

This Agreement shall begin on April 1, 2022 and shall end on September 19, 2022. GOHSEP has the right to extend this Agreement up to a total of three years with the concurrence of the Subrecipient and all appropriate approvals. The continuation of this Agreement is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Agreement. Moreover, the parties hereby agree that the termination or expiration of this Agreement does not supersede or negate the rights and responsibilities of any of the parties as set forth by Federal law including the Stafford Act and State law.

Taxes

Before the Agreement may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Subrecipient is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Subrecipient shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Subrecipient resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Subrecipient fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Subrecipient and without penalty.

Termination for Cause

Should the State determine that the Subrecipient has failed to comply with the Agreement's terms, the State may terminate the Agreement for cause by giving the Subrecipient written notice specifying the Subrecipient's failure. If the State determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Subrecipient to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Subrecipient to make the corrections or the State may notify the Subrecipient of the Agreement termination date.

If the Subrecipient seeks to terminate the Agreement, the Subrecipient shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

Termination for Convenience

State may terminate the Agreement at any time without penalty by giving thirty (30) days written notice to the Subrecipient of such termination or negotiating with the Subrecipient a termination date. Subrecipient shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

Remedies for Default

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1672.2 -1672.4.

Other Remedies

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

Governing Law

This Agreement 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 Agreement. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-Verify

Subrecipient 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 Agreement.

Ownership of Work Product

All software, data files, documentation, records, worksheets, or any other related materials developed under this Agreement shall become the property of the State upon creation. All material related to the

Agreement and/or obtained or prepared by Subrecipient in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Subrecipient to State, at Subrecipient's expense, at termination or expiration of the Agreement.

Data/Record Retention

Subrecipient shall retain all its books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Agreement. Subrecipient shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Agreement termination, regardless of the reason for Agreement termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

Record Ownership

All records, reports, documents and other material delivered or transmitted to Subrecipient by State shall remain the property of State, and shall be returned by Subrecipient to State, at Subrecipient's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Subrecipient in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Subrecipient to State, at Subrecipient's expense, at termination or expiration of this Agreement.

Subrecipient's Cooperation

The Subrecipient 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 Agreement is terminated and/or a lawsuit is filed. Specifically, the Subrecipient shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Assignability

Subrecipient may assign its interest in the proceeds of this Agreement to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Subrecipient shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Subrecipient and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Subrecipient shall only transfer an interest in the Agreement by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Subrecipient's responsibilities and obligations.

Right to Audit / Records Retention

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Subrecipient or any subcontractor under any negotiated Agreement or subcontract to the extent that such books and records relate to the performance of such Agreement or subcontract. Such books and records shall be maintained by the Subrecipient for a period of five (5) years from the date of final payment under the prime Agreement and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records. The following access to records requirements apply to this Agreement:

- 1) The Subrecipient agrees to provide GOHSEP, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are

directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2) The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Subrecipient agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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 Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Non-Discrimination

Subrecipient agrees to abide by the requirements of the following, as applicable and amended: 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, and Americans with Disabilities Act of 1990.

Subrecipient agrees not to discriminate in its employment practices, and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Subrecipient, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government agreements or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The Subrecipient will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

Continuing Obligation

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

Eligibility Status

Subrecipient, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Confidentiality

Subrecipient shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Subrecipient in carrying out this Agreement. Subrecipient shall use protecting measures that are the same or more effective than those used by the State. Subrecipient is not required to protect information or data that is publicly available outside the scope of this Agreement; already rightfully in the Subrecipient's possession; independently developed by the Subrecipient outside the scope of this Agreement; or rightfully obtained from third parties.

Under no circumstance shall the Subrecipient discuss and/or release information to the media concerning this project without prior express written approval of the State.

Amendments

Any modification to the provisions of this Agreement shall be in writing, signed by all parties, and approved by the required authorities.

Prohibition of Discriminatory Boycotts of Israel

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

The State reserves the right to terminate this Agreement if the Subrecipient, or any Subcontractor, engages in a boycott of Israel during the term of the Agreement.

Licenses and Permits

Subrecipient shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Agreement.

Security

Subrecipient's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Subrecipient is responsible for reporting any breach of security to the State promptly.

Cybersecurity Training

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

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

Code of Ethics

The Subrecipient 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 Agreement. The Subrecipient agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

Indemnity

The parties hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Subrecipient, its owners, agents and employees. The parties further agree that Subrecipient is exclusively responsible for its employees, owners, and agents. Subrecipient hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract/agreement.

Severability

If any term or condition of this Agreement 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 Agreement are declared severable.

Federal Funds

The Federal Emergency Management Agency (FEMA) is providing funding for this Agreement. As such, the State and Subrecipient shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

Subrecipient's Certification of No Federal or State Suspension or Debarment

Subrecipient has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Agreement and debarment from future agreements. Subrecipient shall not employ any subcontractors pursuant to this Agreement that are suspended or debarred by any government entity.

1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3) This certification is a material representation of fact relied upon by GOHSEP. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Clean Air Act

1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2) The Subrecipient agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Energy Policy and Conservation Act

The Subrecipient hereby recognizes the 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 (P.L. 94-163).

Clean Water Act

The Subrecipient hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal agreements, grants or loans of facilities included on the EPA List of Violating Facilities.

Federal Water Pollution Control Act

1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*

2) The Subrecipient agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Byrd Anti-Lobbying Act

The Subrecipient will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Subrecipients who apply or bid for an award shall file the required certification. Each tier certifies to the tier above 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 agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- 1) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- 2) Meeting Agreement performance requirements; or
- 3) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Compliance with Federal Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. The Subrecipient will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by the Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

DHS Seal, Logo, and Flags

The Subrecipient or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Fraud and False or Fraudulent Related Acts

Subrecipient must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Subrecipient herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's and its subcontractor's actions pertaining to this Agreement.

Prohibition on Certain Telecommunications And Video Surveillance Services Or Equipment.

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

- (b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13,

2020, from obligating or expending grant, cooperative Agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the Subrecipient and its subcontractors may not use grant, cooperative Agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew an Agreement to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew Agreements with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this Agreement, subAgreement, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
 - (1) This clause does not prohibit Subrecipients from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
 - (1) In the event the Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Agreement performance, or the Subrecipient is notified of such by a subcontractor at any tier or by any other source, the Subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.
 - (2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The Agreement number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preferences for Procurements.

As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a) Any party to this Agreement must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Agreement.
- b) Affirmative steps must include:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

Print Name: _____

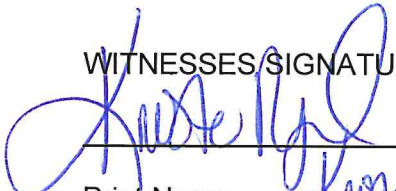
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY
PREPAREDNESS:

By: _____
Signature

Print Name

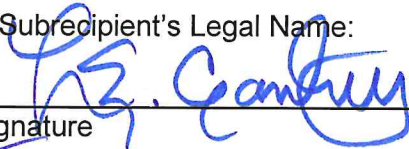
Title

WITNESSES SIGNATURES:



Print Name: Krista Rappl

Enter Subrecipient's Legal Name:

By: 
Signature

Calaya Cantrell

Print Name

Mayor

Title

504-688-4900

Telephone Number

FORM AND LEGALITY APPROVED:



Law Department, City of New Orleans

SCOPE OF SERVICES

1.0 Public Purpose of Agreement

The purpose of this Agreement is to offer Subrecipients, who often lack adequate resources, staff, and expertise to manage the FEMA HMGP process effectively while still maintaining regular daily responsibilities, the opportunity to utilize Program Management (PM) Services. GOHSEP has procured, selected, and negotiated fees with a PM Consultant, who is available to assist those interested Subrecipients by providing PM assistance and services so that they may pursue funding through the FEMA HMGP related to funding allocations received from the State resulting from Hurricanes Laura and Delta, and potentially future events. The engagement for PM Services has been expanded to include declared disasters for Hurricane Zeta (4577), Winter Weather (4590), May Flooding (4606), and Hurricane Ida (4611).

Subrecipient and the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), for the consideration hereinafter named, agreed as follows:

2.0 Goal and Objectives

2.1. The goal of this Agreement is to provide Subrecipients with program/grant management services, provided by the FEMA HMGP, pursuant to and consistent with the Stafford Act Section 324 Management Costs, as amended by Disaster Recovery Reauthorization Act (DRRA). Said services are intended to assist Subrecipients with managing the hazard mitigation grant process as needed.

2.2. Objective

2.2.1. To provide Program Management (PM) Services to Subrecipients who desire to utilize the PM Services offered by GOHSEP in pursuing funding through the FEMA HMGP in connection with funding allocation received from Hurricane Zeta, DR-4577.

3.0 Scope of Work

3.1. Responsibilities of GOHSEP:

- 3.1.1. Upon execution of this Agreement, GOHSEP shall assign the PM Consultant who will provide PM Services as set forth in Attachment A of this Agreement for eligible Subrecipients who demonstrate a need for assistance in navigating the HMGP process.
- 3.1.2. GOHSEP shall coordinate with the Subrecipient to ensure that the processing and issuing of reimbursement under this Agreement is conducted in accordance with its normal procedures as well as state and federal law.
- 3.1.3. GOHSEP shall make available, at the Subrecipient's request, an accounting of all costs invoiced by the PM Consultant.
- 3.1.4. GOHSEP may, but shall not be required to, provide PM Services once the cost for those services reach the amount awarded by FEMA for Subrecipient management costs.
- 3.1.5. GOHSEP will direct PM Consultant to assist Subrecipient with PM Services. In the event Subrecipient requires additional assistance managing its hazard mitigation projects, i.e. procurement, design management, construction management, ("Additional Services") Subrecipient may solicit proposals from interested parties to provide those services and if requested GOHSEP shall provide guidance in procurement of those services. Nothing contained herein shall preclude PM Consultant from competing for Additional Services.

3.2. Responsibilities of Subrecipient:

- 3.2.1. Subrecipient shall cooperate at all times with the GOHSEP contract/Agreement monitor and assigned PM Consultant.
- 3.2.2. Subrecipient agrees to meet all program and administrative requirements as dictated by

- the applicable state and federal laws, regulations and policies and by any other requirements deemed necessary by GOHSEP, which have been made available to the Subrecipient for review prior to acceptance to carry out the intent of this Agreement.
- 3.2.3. Subrecipient will meet with PM Consultant and cooperate in determining the level of assistance needed within the scope of PM Services.
 - 3.2.4. Subrecipient shall timely provide to PM Consultant documentation necessary to submit a complete hazard mitigation subapplication under the FEMA HMGP and shall cooperate with PM Consultant in connection with management of the grant program including executing any required forms.
 - 3.2.5. Subrecipient shall timely provide, to PM Consultant, documentation necessary to submit reimbursement requests to GOHSEP (including but not limited to reimbursement for Subrecipient management costs) and shall cooperate with PM Consultant including executing any required forms.
 - 3.2.6. In accordance with requirements under the FEMA HMGP, Subrecipient shall maintain all documents for a period of five (5) years following closeout of Subrecipient's subaward.
 - 3.2.7. The Subrecipient shall immediately notify GOHSEP, in writing, if the services provided under this Agreement are no longer required. Further, the Subrecipient acknowledges and agrees that GOHSEP will be entitled to the reimbursement of any services rendered up until that point.
 - 3.2.8. The Subrecipient shall immediately notify GOHSEP of any performance related issues regarding the scope of services being provided under this Agreement.

4.0 Agreement Monitoring Plan

Parties will adhere to the following monitoring plan:

4.1. GOHSEP Contract/Agreement Monitor

The Assistant Deputy Director of Hazard Mitigation Assistance or his successor will serve as the GOHSEP Contract/Agreement Monitor (CM) for this Agreement. The GOHSEP reserves the right to replace the CM at its discretion.

Sean Wyatt
Assistant Deputy Director, Hazard Mitigation Assistance
GOHSEP
7667 Independence Blvd.
Baton Rouge, LA 70806
Office: 225-389-2403
Cell: 504-301-6166
Sean.Wyatt@la.gov

4.2. Responsibilities of GOHSEP's Contract/Agreement Monitor

- 4.2.1. Monitors performance of the Agreement
- 4.2.2. Oversight and direction of the activities of the Subrecipient
- 4.2.3. Serve as the principal point of contact for GOHSEP concerning the PM Consultant and PM Consultant's performance under this Agreement.
- 4.2.4. Serve as the principal point of contact for GOHSEP concerning the Subrecipient and the Subrecipient's performance under this Agreement.

4.3. Subrecipient's Project Manager

Austin Feldbaum or his successor will serve as the Subrecipient's PM. Subrecipient reserves the right to replace the PM at its discretion.

Austin Feldbaum
Hazard Mitigation Administrator
1300 Perdido Street, Suite 9W03

New Orleans, LA 70112
afeldbaum@nola.gov
504-658-8740

4.4. Responsibilities of Subrecipient's Project Manager

- 4.4.1. Subrecipient's PM shall continue to be responsible for the management, supervision and performance of Subrecipient's personnel.
- 4.4.2. Will be the primary point of contact for GOHSEP CM to contact and coordinate efforts.

5.0 Compensation for Services:

GOHSEP will provide PM Services directly to Subrecipient in consideration for Subrecipient assigning awarded Subrecipient management costs to GOHSEP up to the amount expended in providing those services. Subrecipient acknowledges that the funding for the Subrecipient management costs requires participation in the Federal HMGP and agrees that it will pursue FEMA funding with the assistance of GOHSEP's PM Services.

6.0 Notices:

Notices or communication required to be sent or which may be sent by either party to the other will be sent as follows, unless a specific section requires or states otherwise:

6.1. If to City of New Orleans:

Austin Feldbaum
Hazard Mitigation Administrator
1300 Perdido Street, Suite 9W03
New Orleans, LA 70112
afeldbaum@nola.gov

6.2. If to GOHSEP:

Casey Tingle, Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, LA 70806
Casey.Tingle@la.gov

PROGRAM MANAGEMENT SERVICES

1. Description of Services to be Provided

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

Contractor will provide direction and oversight of all staff and subcontractors to assure a reasonable degree of individual performance and compliance with all state and federal laws and regulations and provide daily coordination with the State Contract/Agreement Monitor and Project Manager on issues of Agreement personnel assignments and performance. Perform all tasks and services on behalf of the Subrecipient.

- Provide assistance and build capacity at the Subrecipient level by identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future disasters.
- Prepare, review and submit to GOHSEP grant subapplications consistent with the priorities and direction of the Subrecipient and eligibility requirements of the Hazard Mitigation Grant Program.
- Review hazard mitigation project subapplications for programmatic completeness and regulatory compliance.
- Gather information, review and recommend for approval the technical components of project subapplications in areas to include but not limited to: engineering analysis, environmental and historical preservation, permitting, and benefit cost analysis (BCA).
- Perform accounting and auditing tasks, assuring that all federal funds have been accounted for in each of the Subrecipient's projects.
- Develop, compile, review and provide support documentation for Subrecipient reimbursement claim in accordance with FEMA law, regulation and policy.
- Review scope to submit reimbursement claims and need for additional amendments to the scope for cost overruns or underruns.
- Monitor and notify GOHSEP and Subrecipients of delays or other issues impacting project completion, and submit accurate quarterly reports and time extension requests as needed.
- Prepare, on behalf of the Subrecipient, complete packages to GOHSEP to request reimbursement for FEMA eligible costs.
- Reconcile all project costs and prepare final closeout documentation for grant closeout within 180 days of project period of performance.
- Make programmatic requests on behalf of the Subrecipient to ensure proper approvals and compliance with all HMGP requirements, including but not limited to: EHP, document retention, proposed scope of work changes, proposed budget changes, etc.
- Provide administrative support to Subrecipient as needed for tracking, copying and filing/making electronic files for projects.
- Attend meetings at the direction of the Subrecipient to represent Subrecipient interests/claims.
- Inform, document and ensure that 2 CFR guidelines are communicated to and followed by the Subrecipient for their procurement and assist with supporting cost reasonableness as needed.

Contractor will proceed with above tasks and services only upon written Task Order issued by GOHSEP (also referred to as a "Notice to Proceed" or "NtP"), with all services necessary for the performance, in proper sequence and in the time specified, of the statement of work for the project.

Contractor may be required to frequently travel to GOHSEP's Subrecipients on-site location. Subrecipient locations are located within the State of Louisiana, and the Contractor may be required to visit locations as identified by GOHSEP.

Contractor will maintain an on-site presence as needed to fulfill responsibilities and meet Subrecipient needs within the assigned locations.