

K23-070

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Governor's Office of Homeland Security and Emergency Preparedness ("GOHSEP") or ("State")
AND

PARISH NAME

Orleans Parish ("Parish")

CONTRACT NUMBER (LAGOV)

-

TYPE OF SERVICES TO BE PROVIDED

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

PARISH (Legal Name if Corporation)

Orleans Parish

FEDERAL EMPLOYER TAX ID NUMBER

72-6000969

UEI #

PLW5M2WLNK57

STATE LDR ACCOUNT #

N/A

STREET ADDRESS

1300 Perdido Street

TELEPHONE NUMBER

504-658-4000

CITY New Orleans **STATE** LA **ZIP CODE** 70112

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

GOHSEP will provide Parish with State funding to offset up to 75% of the costs that Parish incurs in removing debris caused by the severe storms and tornadoes event on December 14, 2022, for which the governor declared a state of emergency in 183 JBE 2022.

BEGIN DATE

December 14, 2022

END DATE

March 13, 2023

MAXIMUM CONTRACT AMOUNT

\$100,000.00

MULTI-YEAR CONTRACT BREAKDOWN

N/A

1. Terms of Payment – If progress and/or completion of services are provided to the satisfaction of GOHSEP, payments are to be made as follows:

The Parish may submit invoices with detailed supporting documentation, not more frequently than weekly.

The State shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice. If payment is not received within the time specified in the Contract, late payments shall be governed by La. R.S. §39:1695.

2. Payment Will Be Made Only Upon Approval of:
GOHSEP Contract Monitor.

3. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

4. Taxes

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Parish 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 Parish shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Parish resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Parish 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 Parish and without penalty.

5. Termination for Cause

Should the State determine that the Parish has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Parish written notice specifying the Parish's failure. If the State determines that the failure is not correctable, then the Contract 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 Parish 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 Parish to make the corrections or the State may notify the Parish of the Contract termination date.

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

6. Termination for Convenience

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

7. Remedies for Default

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

8. Other Remedies

If the Parish fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State,

then, upon notice to the Parish, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Parish and proceeding against any surety of the Parish.

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

10. E-Verify

Parish 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.

11. Ownership of Work Product

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Parish in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Parish to State, at Parish's expense, at termination or expiration of the Contract.

12. Data/Record Retention

Parish shall retain all its books, records, and other documents relevant to this Contract 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 Contract. Parish 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 Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

13. Record Ownership

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

14. Parish's Cooperation

The Parish 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 Parish shall not limit or impede the State's right to audit or shall not withhold State owned documents.

15. Assignability

Parish may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Parish shall provide notice

of the assignment to the State and the Office of State Procurement. The State will continue to pay the Parish 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, Parish shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Parish's responsibilities and obligations.

16. Right to Audit / Records Retention

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Parish and subcontractors shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Parish and subcontractors shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

17. Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds 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 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 are not appropriated.

18. Non-Discrimination Clause

Parish 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; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Parish agrees not to discriminate in its employment practices, and shall render services under this contract 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 Parish, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

19. Continuing Obligation

Parish 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 Contract and debarment from future Contracts.

20. Eligibility Status

Parish, and each tier of subcontractors, shall 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 24 CFR part 24.

21. Confidentiality

Parish 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 Parish in carrying out this Contract. Parish shall use protecting measures that are the same or more effective than those used by the State. Parish is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Parish's possession; independently developed by the Parish outside the scope of this Contract; or rightfully obtained from third parties.

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

22. Amendments

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

23. Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any Parish with five or more employees, the Parish certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Parish and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Parish, or any subcontractors, engages in a boycott of Israel during the term of this contract.

24. Licenses and Permits

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

25. Security

Parish'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. Parish is responsible for reporting any breach of security to the State promptly.

26. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Parish, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Parish's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Parish must present evidence of such compliance annually and upon request. The Parish 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.

27. Code of Ethics

The Parish 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 Parish 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.

28. Staff Insurance

Parish shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Parish, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

29. Insurance Requirements for Parish

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

30. 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.

31. Contract Approval

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

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: _____

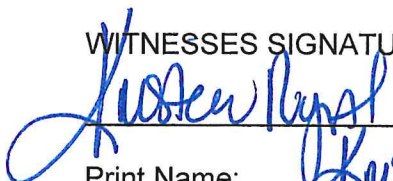
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY
PREPAREDNESS:

By: _____
Signature

Print Name

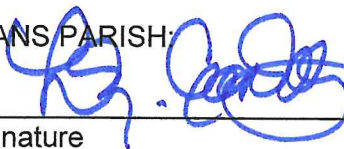
Title

WITNESSES SIGNATURES:



Print Name: Kristin Rypst

ORLEANS PARISH:

By: 
Signature

Latoya Cendres

Print Name

Mayor

Title

FORM AND LEGALITY APPROVED:



Law Department, City of New Orleans