ST JOHN THE BAPTIST PARI:
ELIANA DEFRANCESCH Clerk of Cour
I certify that this is a true copy of the
original filing that was recorded on:
07/19/2021 9:49AM
381908- MO
Deputy Clerk #82951

COOPERATIVE ENDEAVOR AGREEMENT
between
LOUISIANA ECONOMIC DEVELOPMENT
and
ST. JOHN THE BAPTIST PARISH
FISCAL YEARS 2022-2025

Be It Known, that this COOPERATIVE ENDEAVOR AGREEMENT has been entered into and is effective as of the **1st** day of **July, 2021**, by and between the **Louisiana Economic Development Small and Emerging Business Development Program** *("Department", "LED" or "State")*, LaSalle Building, 11th Floor, 617 North Third Street, P. O. Box 94185, Baton Rouge, Louisiana 70804-9185, and **Contractor St. John the Baptist Parish** ("Contractor"), 1801 W. Airline Highway, LaPlace, Louisiana, 70068 (hereinafter Parish); who in order to serve the public for the purposes hereinafter stated, have declared and acknowledged as follows:

WITNESSETH:

WHEREAS, the Contractor has agreed to cooperate and work with the Department in connection with its Small and Emerging Business Development Program for providing advice and assistance to eligible certified and active Small and Emerging Businesses (called "clients" or "SEBs"), as described below, which will enhance and strengthen Economic Development throughout the State of Louisiana; and

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual."

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom the parties, in order to serve the public for the purposes hereinafter stated, have entered into this Cooperative Endeavor Agreement ("agreement" or "contract") under the following terms and conditions, and hereto agree as follows:

I. **GOAL/PURPOSE.** The Goal or Purpose of this contract is to increase the viability and competitiveness of Louisiana's Small and Emerging Businesses ("SEBs") by providing business and technical training and assistance to small businesses through the Small and Emerging Business Development ("SEBD") Program.

II. **OBJECTIVE.** The Objective of this contract is to promote the SEBD Program and to provide Department-approved business and technical assistance, training, and ongoing assistance for SEBs located in the parishes of Louisiana for which the Contractor shall act as advisor.

III. **OUTCOMES.** Desired outcomes of this contract are an increase in the number of firms served through the SEBD, the creation and retention of more jobs in the State of Louisiana, increased access to capital for entrepreneurs and small business owners, and an improvement in the small business survival rate in Louisiana.

IV. **PERFORMANCE INDICATORS.** Contractors and Third Party Consultants deliver professional services and assistance to certified SEBs referred by the Department or Contractor for the purpose of providing assistance identified in individualized recommendations. Indicators of performance under this agreement will include:

A. Improved client performance as determined by: (1) the number of jobs created by certified clients, (2) an increase in certified client access to capital, (3) the number of certified clients who remain in business at the end of each year, and (4) increase in revenues by certified clients;
B. Client satisfaction as determined by client acceptance certification of each service provided, and by periodic Department surveys; and
C. Quality and accuracy of client files as determined by periodic Department review.

V. DEFINITIONS

Administrative Expense – Contractor expense for additional record keeping and administrative costs incurred as a result of providing assistance to SEBs through Third Party Consultants.

Certification – Legal designation made by the Louisiana Department of Economic Development under authority of La. R.S. 51:941-945 that a firm is a small business domiciled in Louisiana, is owned and operated by Louisiana residents, and complies with certain other eligibility requirements. A firm may be granted certification in the SEBD program for 10 years or until the owner or firm no longer qualifies, whichever occurs first.

Developmental Assistance – Training, managerial, and technical assistance provided to certified Small and Emerging Businesses (SEBs) under terms of this agreement. Technical assistance includes, but is not limited to, projects such as business plan enhancements; establishing in-house accounting; design of logo, marketing brochures or websites; human resources, legal assistance; industry specific training, peer learning opportunities; and other specialized help that will enhance the owners knowledge or provide tools to the business to help it become more competitive. This does not include the development or production of the SEBs primary products or services.

SBITS – Small Business Information Technology System, an on-line system providing for client SEBD application and certification approval; Contractor developmental assistance requests; and invoice submission for reimbursement of eligible SEBD costs associated with the assistance provided.

SEB – A small business firm that has been certified by Louisiana Economic Development as a Small and Emerging Business, under authority of La. R.S. 51:941-945, and is in Active status in the Small and Emerging Business Development Program.

SEBD – The *Small and Emerging Business Development Program*, a component of Small Business Services, Louisiana Department of Economic Development.

Third Party Consultants – A person or company hired by the Contractor to provide Developmental or Technical Assistance to a certified SEB.

VI. SCOPE OF SERVICES

A. Contractor hereby agrees to provide Developmental Assistance to the SEB named in, and in accordance with the terms of, a Department approved assistance request submitted through SBITS or other approved format for review and approval by LED. The attached EXHIBIT "A" is a Sample Request for Business Assistance Form.
B. Businesses **not certified** as Small and Emerging Businesses or those that have graduated out of the program are **ineligible** for Developmental Assistance services through the SEBD Program.

C. SEBs are not required to receive assistance under this agreement as a condition of SEBD certification. All SEB client participation is voluntary. The Contractor is not required to extend Developmental Assistance to SEBs which have not requested it.

D. Developmental Assistance will be provided to SEBs by the Contractor or Third Party Consultants, or a combination of the two, who have appropriate expertise to provide the Department-approved assistance recommendations.

E. Work to be performed:

1. Collaborate with regional partners such as a local Community College or Technical School, SCORE, SBDC, Chamber of Commerce, local Economic Development Group, or other non-profit provider groups to orchestrate a continuum of developmental assistance that will identify and deliver to the entrepreneur and small business owner the right resource at the right time.
2. Promote the SEBD Program in the Contractor's geographical area.
3. Develop area resources such as banks, and other large institutions in the region to provide match funding for SEBD assistance projects.
4. Make, or have made, an initial assessment of a newly certified SEB to determine the current capacity and capability of the SEB, to determine assistance needs, and to make developmental assistance recommendations. (During this assessment Contractor will be expected to collect copies of available required financial and business documents from the SEB, e.g., personal and business financial statements, tax returns, licenses, etc., and maintain them in its SEB client files).
5. Provide Entrepreneurial Training ("ET") for newly certified SEBs as well as for existing SEBD certified businesses, as applicable, that can benefit from the training. ET will normally occur before any other assistance is provided. The Department requires that ET occur in a manner that provides SEBs the opportunity to attend classes, do research, complete homework, understand the business planning process, and achieve an optimum learning experience. The Department will not support condensed ET class scheduling that impairs the clients opportunity to gain the full benefit of the learning experience both inside and outside the classroom. Prior to the scheduling of any such Entrepreneurial Training, Contractor shall first submit a training class request through SBITS or other approved format for review and approval by LED. Training class submissions should be subject to the current General Guidelines for the SEBD Program document.
6. Identify Third Party Consultants to perform the Developmental Assistance recommendations that have been previously determined from entrepreneurial training or an assessment by the Contractor. Contractor will, where possible, arrange assistance in a group class setting, e.g., ET, in-house accounting, computer software competency, marketing, or through a regional partner with the core competency to assist the SEB and in accordance with current General Guidelines for the SEBD Program document.
7. Obtain proposals from Third Party Consultants as required, prepare assistance requests, and submit via SBITS or other approved format to the Department for review and approval from LED in accordance with current General Guidelines for the SEBD Program document.
8. Monitor the certified SEBD clients and the status of approved assistance projects. Follow up with client and third party consultant and request an extension of the project to the Business Development Officer (BDO) if necessary. SEBs seeking assistance through the SEBD program must have an assessment, re-assessment, or monitor on file that is less than one year old. Maintain appropriate SEB client files. LED may provide

Contractor with monitoring goals that correspond with SEBD performance indicator requirements.

9. Maintain appropriate SEBD program files. Program files shall include sufficient documentation that distinguishes costs and services funded by this agreement and similar costs and services funded by other sources.
10. Submit via SBITS or other approved format required invoice documentation including proof of work, certificates, attendance sheets and other relevant documents for Developmental Assistance expense reimbursement when approved assistance projects and training classes are completed to the satisfaction of Contractor and SEB.

VII. DELIVERABLES. Developmental Assistance will be provided to SEBs by the Contractor or Third Party Consultants, or a combination of the two, who have appropriate expertise to provide the Department-approved assistance recommendations.

A. Types of Eligible Assistance.
   1. Types of assistance to be provided to SEBs are subject to the current General Guidelines for the SEBD program document.

B. Contractor's In-House Assistance
   1. If the Contractor provides in-house assistance to implement an approved assistance request to a certified SEB, the Contractor will be reimbursed direct consulting costs pursuant to Section X, Payment Terms.
   2. Developmental Assistance shall not be used to pay for equivalent services, training or materials offered and delivered to the public at no charge by Contractor or any organization, governmental or private, and that are known to the Contractor and Department at the time service is approved, unless such equivalent services, training or materials offered are not made available, for whatever reason, to the certified Small and Emerging Business Development client or clients.

VIII. LED'S CONTRACT MONITOR. The Secretary of LED, or his designee, will designate and may change from time to time, without any need to obtain Contractor's approval, one or more persons on his staff to act as LED's "Contract Monitor" for this agreement, to provide liaison between the Contractor and LED, and to perform various duties which are specifically provided for in this agreement. Any changes in the Contract Monitor shall not require any amendments to this contract. The initial Contract Monitor for this contract is identified on the LED signature page. The Contractor agrees to the State's monitoring through the LED's Contract Monitor, including monitoring of documentation and facility inspections (if needed). Any approval by the Contract Monitor required by this Agreement may also be provided by the LED Secretary or his designee. The Secretary reserves the right to deny approval or countermand an approval by the Contract Monitor.

IX. MONITORING AND REPORTING. The Department shall monitor Contractor's performance to insure that terms of this agreement are met. Written reports must be provided by the Contractor to LED at least every 6 months to comply with Executive Order JBE 2016-36. The Contractor shall monitor Third Party Consultants' performance and initiate efforts to resolve problems, delays, or other issues that affect performance. The Contractor shall promptly inform the Department in writing of any problems and of efforts to resolve them.

A. Department shall issue approvals electronically via SBITS or other approved format for review and approval by LED for the Contractor to provide directly, or through a Third Party Consultant, Developmental Assistance for SEBs. Reimbursement for completed assistance will be made by the Department, based upon documentation from the Contractor that

substantiates compliance with terms of the approval.

B. Department shall conduct periodic visits to Contractor's office to review client files.

C. Department shall conduct periodic SEB assistance satisfaction surveys and shall maintain a record of the results in SBITS.

D. Contractor shall maintain SEB data on number of jobs created, access to capital, and revenue performance achieved, and shall report this data annually, or as requested, to the Department.

E. Contractor shall report any other data that may be reasonably requested by the Department to document performance and effectiveness of SEBD.

F. The Contractor is responsible to inform the Department of any problems, delays or adverse conditions which will materially affect the Contractor's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. A statement of the action taken or contemplated by the Contractor and any assistance which may be needed to resolve the situation shall accompany such disclosure.

X. **PAYMENT TERMS. The Department must approve each Developmental Assistance request prior to services being delivered.** Approval includes the choice of the assistance provider, the type of assistance provided and the compensation rate paid. The Department will approve rates that it believes are competitive with market rates for the same service in the Contractor's area.

A. The total amount of reimbursement to be paid to the Contractor under this agreement shall not exceed **$80,000.00.** LED will consider amending this agreement to increase the total amount of reimbursement if funds are available and if it is in the best interest of the State.

B. The total amount of reimbursement to be paid under this agreement for Contractor Administration Expense directly related to providing SEBD assistance to SEBs shall not exceed **$12,000.00.**

C. Contractor may use up to **$3,000.00** or 10 percent of the total contract funds (whichever is greater) per fiscal year allocation for the purpose of advertising the SEBD program in local area media. All printed advertisements funded by this contract must include the logo of Louisiana Economic Development. Contractor invoicing for providing advertising under this agreement shall be submitted via the normal SBITS process and accompanied by a copy of the media invoice and a copy of the advertisement. After approval as a marketing activity, Contractor may be reimbursed at a rate of **up to and not to exceed $ 350.00** for each SEBD Certification Class with up to one class per quarter.

D. Contractor may be reimbursed at a rate of **up to and not to exceed $ 150.00** for each initial and follow-up client assessment. Contractor will use and maintain the appropriate Assessment form to record this event in the SEB's file.

E. Contractor may be reimbursed for administrative support at a rate of **up to and not to exceed $ 750.00** for each 30 hours of cumulative training within a fiscal year.

F. Claims for reimbursement for services provided shall be made to Department via SBITS or other approved format for review and approval by LED.

G. The Contractor shall be responsible for paying Third Party Consultants for any services rendered under this contract. Contractor shall pay incurred obligations to Third Party Consultant no later than twenty (20) days after the receipt of reimbursement therefor from Department. Contractor's failure to timely pay legitimate and documented Third Party Consultant obligations shall be cause for termination of this contract. In the event that this contract is cancelled for any cause during its term, Department shall have the right and option of directly paying any Third Party Consultant for work requested by Contractor and performed by Third Party Consultant in connection with this contract; and by so doing, Department shall receive full credit for any and all such direct payments on any balance owed to Contractor in connection with any work done pursuant to this contract.

H. Reimbursement procedures.

1. Developmental Assistance. Invoices are due to the Department within 45 days of the completion of the assistance project. Invoices not received within that time may not be honored by LED and therefore may not be paid. Interim invoices for incomplete work are not acceptable unless LED agrees to an exception in advance.
2. Administrative Expense. Administrative fees are reimbursable for projects that involve a third party contractor or reimbursement for administrative support for training. These fees for projects that involve a third party contractor are calculated as the lesser of 15% of the total project cost or $750.00, and should be listed on the Contractor's invoice submitted via SBITS or other approved format.
3. Invoices. Contractor reimbursement requests must be submitted via SBITS or other approved format for review and approval by LED and include all appropriate documentation identified in X.H.2 above, and X.H.4 below. Each invoice submitted by Contractor shall bear a unique invoice number.
4. Developmental Assistance Reimbursement Requests. At a minimum, requests for reimbursement shall be accompanied by the following supporting documentation as an attachment to the SBITS invoice submission:

   a. *Service Log.* LED requires that each invoice package include a Service Log including the date, duration of work session, and a brief description of each corresponding work session *except for classroom training and Project Pricing*. For classroom courses it is acceptable to submit signed attendance records containing date and time of training and/or a course completion certificate. "Project Pricing" is acceptable for technical assistance projects that are competitively priced and where precise work session duration is not a determining cost factor. In such instances, it is not necessary to project or invoice total project hours and cost per hour, thereby negating the need for a Service Log.

   b. *Third Party Consultant Invoice.* The Third Party Consultant invoice shall correspond with, and be compared to, the assistance request approving the service. The Service Log can be incorporated in the invoice if appropriate service log information is included. The Third Party Consultant invoice must contain the following, or similar, statements, which must then be appropriately signed and dated by the SEB and the Third Party Consultant (See Exhibit B):

   SEB Certification Statement:

   "I acknowledge that services provided have been received from (Third Party Consultant), and that they have been delivered in a satisfactory manner. I further acknowledge that I have paid my agreed share of the cost as outlined in the assistance request." Signed and dated by SEB.

   Third Party Consultant Certification Statement:

   "(Third Party Consultant) believes that it has satisfied all requirements to the best of its ability and has completely performed and executed the deliverables outlined in its contract with the SEB identified above. With its signature affixed, (Third Party Consultant) agrees to release all rights of ownership to any and all products created for the SEB." Signed and dated by Third Party Consultant.

   c. *Contractor Invoice.* The Contractor's invoice shall correspond with, and be compared to, the assistance request approving the service. The Contractor's invoice must contain the following, or similar, certification statement which must be signed and dated by Contractor:

   Contractor Certification Statement:

   "I certify that the Third Party Consultant has provided to Contractor, at no charge, the work product produced for this project that the work product meets the requirements

of the project, and that Contractor has retained the work product in its SEBD client records." Signed and dated by Contractor.

d. *Computer Software Information*. Invoices requesting reimbursement for prior approved software purchases must include the quantity, brand name, model/version, and serial number (or key code) of the software purchased, and a copy of the sales slip. Failure to provide this information will prohibit reimbursement by LED.

e. Proof of Work, as applicable.

5. On-Site Inspection. The Department may inspect records that pertain to this agreement on site during regular business hours.
6. Claims. Any claim or controversy arising out of this Contract shall be resolved under the provisions of LA – R.S. 39:1673.

XI. **CONTRACT TERM.** This Agreement shall be effective as of and shall begin on **July 1, 2021**; all Developmental Assistance projects and Contractor's services shall be completed by, and this Agreement shall terminate on **June 30, 2025**, unless extended by a written amendment approved and signed by all parties, and approved by the Office of State Procurement.

XII. **TAX LIABILITY.** Contractor hereby agrees that the responsibility for the payment of any taxes from the funds received under this contract shall be Contractor's obligation, identified under Contractor's Federal Tax Identification Number, which has been provided to Louisiana Economic Development.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must 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 Department of Revenue prior to the approval of this contract by the Office of State Procurement. 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 status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

XIII. **TERMINATION FOR CAUSE.** The State may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this agreement, provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the failure.

XIV. **TERMINATION FOR CONVENIENCE.** Either party may terminate the contract at any time by giving thirty (30) days written notice. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. The State may amend and/or terminate this contract due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice.

XV. **REMEDY FOR DEFAULT.** Any claim or controversy arising out of this contract shall be resolved under the provisions of LA R.S. 39:1673. In the event the Contractor defaults on this agreement, breaches the terms of this agreement, ceases to do business or ceases to do business in Louisiana during the term of this agreement, this agreement shall be terminated as provided in Section XIII above, and within thirty (30) days of such termination the Contractor shall repay to the State the amount of all funds disbursed to the Contractor under this agreement for all services not yet performed or completed or not satisfactorily performed or completed.

XVI. **OWNERSHIP OF MATERIALS.** All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this contract. All records, reports, documents, or other materials related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this contract.

XVII. **ASSIGNMENT OF INTEREST.** The Contractor shall not assign or transfer any interest in this contract (whether by assignment, novation or otherwise), without the prior written consent of the State; provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. The State shall in all cases pay only the Contractor for the services provided; the Contractor shall directly pay any assignments out of any payments received from the State; and Contractor shall hold harmless the State from any liability or responsibility in connection therewith.

XVIII. **AUDITS & AUDITORS.** It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration auditors, and/or the Department auditor shall have the option of auditing all records and accounts of Contractor which relate to this contract.

XIX. **FISCAL FUNDING.** ***(Applies only to multi-year contracts)*** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana 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.

XX. **NON-DISCRIMINATION CLAUSE.** Contractor agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246;

Rehabilitation Act of 1973; 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; Uniformed Services Employment and Reemployment Rights Act of 1994; and Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without discrimination on the basis of 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 Contractor, or failure to comply with these obligations when applicable, shall be grounds for the termination of this contract.

XXI. PUBLIC LIABILITY.

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the contractor as a result of any claims, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

XXII. STATE LIABILITY. The State's liability under this agreement shall be limited to the dollar amounts shown in Article X, Payment Terms, of this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

XXIII. GOVERNING LAW. This is a Louisiana contract, and all the terms of this contract shall be construed and interpreted in accordance with and all disputes relating thereto shall be governed and resolved under the laws of the State of Louisiana, of the United States of America. All parties to this Agreement hereby submit themselves to the exclusive jurisdiction and venue of the 19th Judicial District Court located in the Parish of East Baton Rouge, in the State of Louisiana, and the Louisiana appellate Court having jurisdiction over such trial Court, in the event of any legal proceedings in connection with this contract; hereby expressly consent to the exclusive jurisdiction and venue of such trial and appellate Courts; and hereby waive any and all objections based on lack of personal jurisdiction, improper venue or inconvenient forum.

XXIV. HEADINGS. The Section "Headings", captions and paragraphs and their numerical and alphabetical notations, for the purposes of this contract, are solely for convenience and the ease of reference, and do not define, limit or describe the scope or extent of any of the provisions of this contract.

XXV. SEVERABILITY.

To the fullest extent possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such

prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this agreement; and to this end the terms and conditions of this contract are declared severable.

XXVI. SEPARATE COUNTERPARTS.
This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Agreement.

XXVII. AGREEMENT APPROVAL. This agreement, as well as any amendments hereto, shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Office of State Procurement.

XXVIII. NOTICE OF INSUFFICIENCY. It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

XXIX. ENTIRE AGREEMENT. This contract, together with any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this contract.

XXX. CONFIDENTIALITY AND NONDISCLOSURE; CONFIDENTIAL INFORMATION

(a) Contractor hereby acknowledges that Contractor may have access to certain Confidential Information of LED and/or its clients, including but not limited to the name of such clients, which will be or has been disclosed to the Contractor or of which the Contractor will become aware as a consequence of or through its relationship with LED, all of which is secret, confidential, proprietary, and is valuable to LED and/or its clients and is not generally known to the public or its client's competitors; that the title and full ownership rights with respect to the Confidential Information shall remain at all times solely with LED, and/or its clients; that they each have a legitimate business interest in protecting the Confidential Information; and that the unauthorized use or disclosure of the Confidential Information will cause irreparable injury to LED and/or its clients.

(b) LED and the Contractor consider their relationship to be one of utmost confidence with respect to all Confidential Information. Therefore, after the execution of this agreement, the Contractor shall not reveal, disclose, publish, divulge or use in any way, commercially or otherwise, directly or indirectly, any such Confidential Information of LED and/or it clients, except to the extent necessary for the proper performance of the services due hereunder. The Contractor's obligation to protect the confidentiality of the Confidential Information shall survive the termination of this agreement and any subsequent contract or agreement between the parties and shall remain in full force and effect until the first to occur of the following: 1) Contractor is specifically released from said obligation by LED in a signed writing; 2) the information at issue no longer constitutes Confidential Information under this agreement; or 3) the expiration of a period of five (5) years from the date the Contractor's engagement with LED for the benefit of the SEBD Program is terminated.

XXXI. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL. In accordance with LA. R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor hereby certifies, and 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.

XXXII. ELECTRONIC TRANSACTION; ELECTRONIC SIGNATURES. In accordance with LA.

R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction and any amendments hereto may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

IN WITNESS WHEREOF, this Agreement has been executed by the respective undersigned duly authorized officers representing the parties hereto, for the uses, purposes, benefits and considerations herein expressed, at Baton Rouge, Louisiana, on the dates shown below, to be effective as of the effective date first shown above, after a due reading of the whole document.

ST. JOHN THE BAPTIST PARISH, Contractor

By: Jaclyn Hotard (Jun 30, 2021 16:44 CDT) 06/30/2021

Signature of Authorized Representative (Date)

Printed Name: Jaclyn Hotard,

Title: Parish President

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT (LED)

By: Anne Villa (Jul 6, 2021 14:24 CDT) 07/06/2021

Signature (Date)

Printed Name: Anne G. Villa,

Title: Undersecretary.

LED Contract Monitor:

Signature

Printed Name: Tatiana Bruce,

Title: Senior Program Manager.

EXHIBIT "A"
SAMPLE REQUEST FOR BUSINESS ASSISTANCE FORM

The form provided below is for illustration purposes only. All requests must be filled out and submitted online in SBITS. LED may make changes to the form or process as needed.

Assistance Request

Business Name: _____

Total Project Cost (includes Third Party Service Provider fees): $ _____

Client's Share of Cost (not included in the Reimbursable Amount): $ _____

Total Reimbursable Amount: $ _____

Request End Date (MM/DD/YYYY): _____

Request Fiscal Year: _____

Service Type: _____

Third Party Service Provider(s): If there is a Third Party, please enter their name, address, telephone number, and service description below.

Service Provider Name: _____

Service Provider Address: _____

Service Provider Phone Number: _____

Service Description: _____

Hourly Rate: $ _____

Number of Hours: _____

Project Description: This should include the number of hours you plan to spend and your hourly rate.

_____
_____
_____
_____
_____

Anticipated Increase in Sales: $ _____

Anticipated Increase in jobs: $ _____

Anticipated increase in loan amount: $ _____

Exhibit "B"
SEB and Third Party Consultant Certification Statements

SEB Certification Statement:

"I acknowledge that the services provided have been received from _____,
(Third Party Consultant)

and that they have been delivered in a satisfactory manner. I further acknowledge that I have paid my agreed share of the cost as outlined in the assistance request."

_____ _____

SEB Signature Date

Third Party Consultant Certification Statement:

"_____ believes that it has satisfied all requirements to the best of its
(Third Party Consultant)

ability and has completely performed and executed the deliverables outlined in its contract with the SEB identified above. With its signature affixed, _____ agrees to release all
(Third Party Consultant)

rights of ownership to any and all products created for the SEB."

_____ _____

Third Party Consultant Signature Date

22032-SEBD St. John Parish CEA

Final Audit Report 2021-07-06

Created:	2021-06-25
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjX4rSCRqaugc-iuQrDHXHP4bxhuDq9D8

"22032-SEBD St. John Parish CEA" History

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