

**CONTRACT BETWEEN THE STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
AND
WALSWORTH CONSULTING, LLC**

NAME OF DEPARTMENT/AGENCY

Office of the Lieutenant Governor (“State”)

AND

CONTRACTOR NAME

Walsworth Consulting, LLC (“Contractor”)

CONTRACT NUMBER (ISIS/LAGOV)

2000767370

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐

CONSULTING SERVICES ☒

SOCIAL SERVICES ☐

PERSONAL SERVICES ☐

AGENCY ☐

GOVERNMENTAL ☐

COOPERATIVE ENDEAVOR ☐

CONTRACTOR (Legal Name if Corporation)

Walsworth Consulting, LLC

FEDERAL EMPLOYER TAX ID NUMBER

85-3587130

STATE LDR ACCOUNT #

2479476

STREET ADDRESS

312 Arlington Pl.

TELEPHONE NUMBER

(318) 614-0336

CITY West Monroe

STATE LA

ZIP CODE 71291

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor will support and advise on legislative issues and act as a representative for the Lt. Governor in North Louisiana.

BEGIN DATE

July 1, 2023

END DATE

June 30, 2024

MAXIMUM CONTRACT AMOUNT

\$60,000.00

MULTI-YEAR CONTRACT BREAKDOWN

not applicable

1. SCOPE OF SERVICES

1.1 Background.

- a. The Louisiana Department of Culture, Recreation and Tourism (DCRT) is placed in the Office of the Lieutenant Governor (OLG), and in accordance with the La. R.S. 36:201 and 203, the Lieutenant Governor is responsible for the administration, control, and operation of the functions, programs, affairs, and policies of the OLG and DCRT.
- b. The OLG/DCRT includes many agencies, boards, commissions, staff, facilities, programs, and responsibilities including but not limited to the promotion of tourism, the operation and management of the state parks system and state museum system, tax credit programs, grant programs, cultural initiatives, volunteer initiatives, seafood promotion, litter abatement, historic preservation, recreational trails, and more.
- c. The dissemination of information to the public regarding these functions is integral to the OLG/DCRT's statutory authority. Likewise, learning, identifying, facilitating, and addressing constituent concerns and opportunities is necessary to meet the needs and leverage public and private parties' efforts to achieve shared goals that serve public purposes that fall within the jurisdiction of the OLG/DCRT.
- d. The OLG/DCRT receives more invitations to meetings and events than the Lieutenant Governor and his executive staff can attend. Maximizing the OLG/DCRT's engagement with individuals, organizations, groups, businesses, associations, educational institutions, and public entities will assist the OLG/DCRT improve its services, performance, and outcomes.
- e. Because the majority of the OLG/DCRT staff and facilities are located in South Louisiana, the OLG/DCRT needs assistance with its outreach and communication in North Louisiana. The Contractor is based in and is knowledgeable about the needs and opportunities in North Louisiana.

1.2 Services and Deliverables. As provided herein, the Contractor hereby agrees to perform the following services and submit the following deliverables set forth herein. The Contractor shall:

- a. Deliver speeches and remarks at events and meetings on behalf of the Lieutenant Governor and the OLG/DCRT as requested
- b. Facilitate and address constituent concerns and requests through proper OLG/DCRT channels, provide necessary follow-up, and communicate the final resolution to the constituent
- c. Identify outreach, programmatic, and education opportunities for the OLG/DCRT to engage with individuals, groups, and entities such as businesses, seniors, youth, veterans, civic associations, schools and universities
- d. Act as a liaison between the OLG/DCRT and various constituencies to form effective relationships and improve communications, create projects and collaborations, leverage resources, and facilitate connections on projects within the OLG/DCRT jurisdiction
- e. Provide the OLG/DCRT counsel on policy and issue management and legislative procedure
- f. Participate in regular staff conference calls
- g. Maintain an up-to-date, detailed calendar of events
- h. Provide weekly verbal reports to the OLG/DCRT:
 - i. To inform the Lieutenant Governor of all happenings in North Louisiana based on the Contractor's review of local media and interactions with the community;
 - ii. To recap the Contractor's outreach efforts, event attendance, constituent services, and related activities; and

- iii. To summarize findings and counsel on opportunities and issues in North Louisiana and as assigned

1.3 Goal, Objectives, and Performance Indicators

- a. **Goal:** To improve the OLG/DCRT's programs, efforts, initiatives, and functions through better engagement, communications, and relationships with stakeholders, policymakers, constituents, public and private entities, groups, institutions, and individuals in North Louisiana
- b. **Objectives:**
 - i. To increase public awareness of the OLG/DCRT's functions and programs in North Louisiana
 - ii. To increase the number of events, meetings, and other relevant activities at which the OLG/DCRT will be represented in North Louisiana
 - iii. To improve OLG/DCRT's relationships with individuals, entities, and communities in North Louisiana through the resolution of constituents' concerns, the creation and/or strengthening of coalitions and collaborations on issues and projects within the OLG/DCRT's jurisdiction, and by ensuring OLG/DCRT activities and efforts reflect and address community needs
 - iv. To improve the OLG/DCRT's efficacy and efficiency in fulfilling its public and governmental purposes in North Louisiana
- c. **Performance Measure:** The Contractor's performance will be measured based on the Contractor's ability to achieve the objectives, perform the services, and deliver the reports described herein.
- d. **Final Utility of Services:** The Contractor's services will be used to improve OLG/DCRT's efficiency, public awareness of the OLG/DCRT programs and functions, and the OLG/DCRT's ability to leverage and focus its efforts in North Louisiana.

1.4 Monitoring Plan

- a. The Contract Monitor for the State is Julie Samson, Chief of Staff, or her designee, supervisor, or successor.
- b. The Contract Monitor will ensure that the services and deliverables are completed according to the terms of the Contract, to the reasonable satisfaction of the State.
- c. The Contract Monitor shall maintain contact with the Contractor to assist with needs or problems that may arise, shall ensure invoices and payments are in compliance with the Payment Terms, and shall complete and submit a Performance Evaluation to the Department of Culture, Recreation and Tourism, Office of Management and Finance within 45 days of the completion of activities or the termination or expiration of this Contract.

2. TERMS OF PAYMENT

- 2.1 In consideration of the services described herein, and subject to compliance with the terms of this Contract, the State hereby agrees to pay the Contractor a maximum amount not to exceed **SIXTY THOUSAND DOLLARS and NO CENTS (\$60,000.00)**, which includes all costs associated with the services to be provided. The Contractor shall be responsible for all expenses required to fulfill the terms of this Contract, e.g., travel, telephone, copies, supplies, and other charges, services, and materials. These expenses constitute part of the total amount payable and will not be paid or reimbursed under this

Contract. Payment will be made only upon approval of the Contract Monitor or her supervisor, successor, or designee.

- 2.2 If progress and/or completion of services to the reasonable satisfaction of the State are obtained, the State shall make payment in accordance with the following terms:

Monthly payments of **FIVE THOUSAND DOLLARS and NO CENTS (\$5,000.00)**, will be remitted upon: the State's approval of an original invoice from the Contractor. All services will be verified as complete by the Contract Monitor prior to authorizing the release of the payment.

3. TAXES

- 3.1 The Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be Grantee's obligation and identified under federal tax identification number given on page 1 of this Contract.
- 3.2 Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor 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 (LDR). The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven (7) days of notification, then the State may proceed with alternate arrangements without notice to the Contractor and without penalty.

4. TERMINATION FOR CAUSE

- 4.1 Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor'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 Contractor 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 Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.
- 4.2 If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

5. TERMINATION FOR CONVENIENCE

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

6. REMEDIES

- 6.1 **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.
- 6.2 **Other Remedies:** If the Contractor 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 Contractor, the State may pursue all remedies available to it at law or

equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

7. 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.

8. E-VERIFY

The Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

9. RECORD OWNERSHIP

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

10. CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall neither limit nor impede the State's right to audit, nor shall the Contractor withhold State-owned documents.

11. ASSIGNABILITY

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

11.2 Except as stated in the preceding paragraph, the Contractor 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 nor the Contractor's responsibilities and obligations.

12. RIGHT TO AUDIT AND RECORD RETENTION

Any authorized agency of the state government (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 (5) years from the date of final payment under this Contract and any subcontract. The Contractor and subcontractor(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The Contractor and subcontractor(s), if any shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

13. FISCAL FUNDING

The continuation of this Contract is contingent upon the legislative appropriation of funds to fulfill the requirements of the Contract. 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.

14. NON-DISCRIMINATION

- 14.1 The Contractor 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; the 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; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and, the Americans with Disabilities Act of 1990.
- 14.2 The Contractor 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 the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

15. CONTINUING OBLIGATION

The Contractor 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.

16. ELIGIBILITY STATUS

The Contractor, 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.

17. CONFIDENTIALITY

- 17.1 The Contractor 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 Contractor in carrying out this Contract. The Contractor shall use protecting measures that are the same or more effective than those used by the State. The Contractor is not required to protect information or data that is publicly available outside the scope of this Contract, already rightfully in the Contractor's possession, independently developed by the Contractor outside the scope of this Contract, or rightfully obtained from third parties.
- 17.2 Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

18. AMENDMENTS

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

19. CYBERSECURITY TRAINING

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

19.2 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 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.

20. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) may apply to the Contractor in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

21. 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 La.R.S.39:1595.1.

The parties agree and consent to the use of electronic signatures solely for the purposes of executing the Contract and any related transactional documents. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.


THUS DONE AND SIGNED AT West Monroe, La, on 7/31/2023 | 5:10 PM CDT.
(Location) (Date)

Walsworth Consulting, LLC

By: 
Mike Walsworth

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on 7/31/2023 | 5:14 PM CDT.

Department of Culture, Recreation and Tourism

By: 
Nancy Watkins, Undersecretary