

K22-271

SECOND AMENDMENT TO THE LICENSE AGREEMENT**BY AND BETWEEN****THE CITY OF NEW ORLEANS****AND****ZENCITY TECHNOLOGIES US Inc.****(ASSIGNED FROM ZENCITY TECHNOLOGIES LTD.)**

THIS SECOND AMENDMENT TO THE LICENSE AGREEMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and ZenCity Technologies US, Inc., a fully owned subsidiary of Zencity Technologies Ltd., represented by Eyal Feder-Levy, Chief Executive Officer (“**ZenCity**” or the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**” or collectively as the “**Parties**.” The Amendment is effective as of March 17, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, on and effective March 17, 2020, the City and the Contractor entered into a License Agreement for ZenCity’s monthly subscription platform for cities with less than 400,000 residents (the “**License Agreement**” or the “**Agreement**”);

WHEREAS, on January 8, 2021 and effective March 17, 2021, the City and the Contractor entered into a first amendment to the License Agreement to extend the term of the Agreement, to continue ZenCity’s monthly subscription platform for cities with less than 400,000 residents, and to add Premium Service - API Integration (“**Amendment No. 1**”);

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement, to continue ZenCity’s monthly subscription platform for cities with less than 400,000 residents, to replace the Premium Service - API Integration with ZenCity’s Community Survey- Quarterly Service, and to modify, reaffirm, and/or add terms and conditions.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor agree to execute an Amendment to the Agreement as follows:

1. **TERM AND TERMINATION**. In accordance with Section 7.1 of the Agreement, the term is extended for an additional one (1) year from the Effective Date through March 16, 2023.

2. **UNIT PRICE AND TOTAL PRICE**. The unit price and total price/maximum amount as set forth in Section 2 of Amendment No. 1 are hereby amended. The table below describes all the updated components for the term of the Amendment:

Licensed Platform	Quantity/Percentage Discount	Unit Price	Total Price
Zencity Platform monthly subscription -- cities < 400K residents	12	\$6,000	\$72,000

Zencity design partner discount city of New Orleans, LA (extended to March 16, 2023)	-46%	-\$2,800	-\$33,600
Community Survey- Quarterly	4	\$16,250	\$65,000
Zencity design partner discount city of New Orleans, LA (extended to March 16, 2022)	67.6923076923%	-\$44,000	-\$44,000
TOTAL PRICE for the third year of the contract usage	12	\$4,950	\$38,400 + \$21,000 = \$59,400

3. **LIVING WAGES.** Section 20 of Amendment No. 1 is amended and replaced, as follows:

20. Living Wages.

A. **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined in this Section 8, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. **Compliance.** Contractor agrees to comply with all applicable law, including but not limited to, City Code Sections 70-801, et seq., which requires, in pertinent part, the following:

- i. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("Living Wage");
- ii. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
- iii. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

- i. \$13.25 per hour for any work performed on or before December 31, 2022;
- ii. \$15.00 per hour for any work performed on or before December 31, 2023; and
- iii. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

- D. Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.
- E. Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall, to the extent required under applicable law, notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“Article”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors in accordance with, and as expressly set forth in, the Article.
- F. Reporting.** On or before January 31st and to the extent required under the Article, upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:
- Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112
- G. Compliance Monitoring.** To the extent applicable under the Article, Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements to the extent applicable to Contractor and required under the Article. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards, all to the extent applicable to Contractor under the Article.
- H. Remedies.** If the Contractor fails to comply with the applicable provision of the Living Wage requirements of the Article during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other

remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

4. **ADDITIONAL MISCELLANEOUS PROVISIONS.** The following terms and conditions are reaffirmed and/or added to the Agreement:

13. Privacy.

13.1 ZenCity shall take extensive measures to anonymize all data collected and to decrease the ability of re-identification of an individual. These measures will include removing names, usernames and other personally identifiable information using statistical algorithms. ZenCity shall not directly or indirectly, attempt to re-identify any data that will be processed for the City and shall immediately destroy any data re-identified as it comes to their attention.

13.1.1 ZenCity agrees and acknowledges that it will comply with Chapter 147 of the City Code relative to surveillance technology and data protection.

14. Non-Discrimination.

14.1 Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, ZenCity (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that ZenCity's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

14.2 Non-Discrimination. In the performance of this Agreement, ZenCity will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with ZenCity in any of ZenCity's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or

membership in all business, social, or other establishments or organizations operated by ZenCity agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

14.3 Incorporation into Subcontracts. ZenCity will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

14.4 The City may terminate this Agreement for cause if ZenCity fails to comply with any obligation in this Article, which failure is a material breach of this Agreement, and ZenCity, to the maximum extent permitted by law, will be required to reimburse the City for the full amount of the License Agreement.

15. Compliance with the City's Hiring Requirements – Ban the Box. (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. (iii) This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect. (iv) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

16. Non-Solicitation Statement. ZenCity has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. ZenCity has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission,

percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

17. **Audit and Other Oversight.** It is agreed that ZenCity will abide by all provisions of the City of New Orleans Municipal Code §2-1120, including but not limited to City of New Orleans Municipal Code §2-1120(12) which requires ZenCity to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Commercial Services Agreement with Customer, as amended. In signing this Amendment, ZenCity agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.
18. **Convicted Felon Statement.** ZenCity swears that it complies with the City of New Orleans Municipal Code §2-8(c). No principal, member, or officer of ZenCity has been convicted of or pled guilty to a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records in the past five years.
19. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.
- 20 **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- 21 **Special Federal Funding Provisions.** These special conditions are for use on designated City projects that may be entitled to Federal funding.
 - A. **TERMINATION FOR CAUSE:** The City and the Contractor shall each have the right to terminate the Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons, therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.
 - B. **RECORDS RETENTION AND ACCESS:**
 - i. The Contractor shall grant the City, the State of Louisiana, the Federal Emergency Management Agency, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are pertinent to this Agreement for the purpose of making audit, examination, excerpts; and

- ii. The Contractor shall retain all required records for five (5) years or until such time as the State of Louisiana or the City make final payments and all other pending matters related to the Agreement are closed.

C. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: As applicable, the Contractor shall comply with each of the following, all of which are incorporated herein by reference.

- i. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60);
- ii. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
- iii. Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);
- iv. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- v. Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
- vi. 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 (Pub. L. 94-163, 89 Stat. 871);
- vii. Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. DEBARMENT AND SUSPENSION: The Contractor may not provide a sub-award or sub-contract to any entity listed on the Government-wide Excluded Parties List System contained in the System for Award Management in accordance with OMB guidelines at 2 CFR 180.

E. RIGHTS TO INVENTIONS: The Contractor will comply with the requirements of 37 CFR Part 401, regarding any inventions made by Nonprofit Organizations and Small Business Firms under a contract or Cooperative Agreement.

F. NOTICES: Except as otherwise provided, this Agreement contains no requirements pertaining to reporting, patent rights, copyrights, or rights in data.

G. REMEDIES AND SANCTIONS AGAINST CONTRACTOR DEFAULT: The City retains all rights and recourse under Louisiana law to enforce this

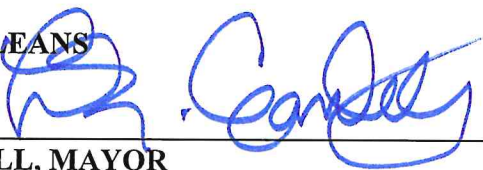
Agreement or recover damages in connection with any Contractor breach or violation hereof.

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[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

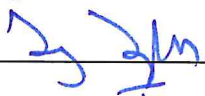
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 22 of March, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

ZENCITY TECHNOLOGIES US Inc.

DocuSigned by:



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BY: _____

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TAX I.D. _____

[END OF AMENDMENT]