K22-470

SUBRECIPIENT AGREEMENT

BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
SOUTHEAST LOUISIANA LEGAL SERVCIES CORPORATION

FOR

U.S. TREASURY DEPT. AND AMERICAN RESCUE PLAN FUNDING

FOR

RIGHT TO COUNSEL SERVICES

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Southeast Louisiana Legal Services Corporation, represented by Laura Tuggle, Executive Director, (the "**Subrecipient**") to accomplish the U.S. Treasury and American Rescue Plan project entitled, (SLLS, Right to Counsel ERA-00003(21). The City and the Subrecipient may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of the January 1, 2022 (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, the Subrecipient is a non-profit corporation whose principal address is located at 1340 Poydras Street, Suite 600, New Orleans, Louisiana 70112;

WHEREAS, the Emergency Rental Assistance program ("ERA") established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260(Dec. 27, 2020) ("ERA1") and the Emergency Rental Assistance program established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("ERA2");

WHEREAS, the City has received funds from the United States Department of the Treasury and American Rescue Plan for the COVID-19 relief from the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 which provides fast and direct economic assistance to American workers, families, and small business and preserves jobs for American industries;

WHEREAS, the Emergency Rental Assistance program makes funds available to assist households that are unable to pay rent, utilities and other programs due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes. The funds can be used to provide assistance to eligible households through existing or newly created rental assistance program;

WHEREAS, The City has selected Southeast Louisiana Legal Services Corporation to be a Subrecipient under the program to receive certain funds in order to implement the program as set forth below;

WHEREAS, the Subrecipient, by agreeing to undertake the implementation of this Agreement utilizing CARES Act funds provided by United States Department of the Treasury, will be acting as a Subrecipient of the City, and hereby agrees to carry out this Agreement in full compliance with the laws and regulations of the program and exhibits incorporated to this Agreement;

WHEREAS, the activities hereunder are eligible under the ERA program;

WHEREAS, the City and the Subrecipient desire to accomplish the valuable public purpose of advancing the work of the ERA Program by providing critical resources and access to legal counsel to combat evictions;

WHEREAS, the City and Subrecipient desire to provide emergency relief to avoid evictions for households effected by the COVID-19 pandemic; and

WHEREAS, the City will provide the Subrecipient with ERA funding in exchange for the aforementioned services.

NOW THEREFORE, the City and the Subrecipient each having the authority to do so, agree as follows:

ARTICLE I– GENERAL AWARD INFORMATION

The subaward from the City to the Subrecipient, which is described below, is for the purpose of carrying out what is described in this agreement. This Agreement must be updated to reflect any changes to the award and the following award information.

Contact information:

Subrecipient:	**Southeast Louisiana Legal Services Corporation**
Primary Contact:	Laura Tuggle
Title:	Executive Director
Address:	1340 Poydras Street, Suite 600, New Orleans, Louisiana 70112
Phone:	(504) 529-1000 ext. 270
E-mail:	ltuggle@slls.org

ARTICLE II – SUBRECIPIENT'S OBLIGATIONS

A. ***Statement of Work.*** The Subrecipient will comply with the following:

1. Attend mandatory meetings sponsored by Office of Community Development ("**OCD**"), other City departments and HUD.
2. Provide the services and activities specified in the **Contract Analysis Document and Project Description and Reporting Document (CAD) for U. S. Department of Treasury Public Service Projects** designated as *Attachment I*, which is attached hereto and made part of this Agreement.
3. Provide intake and eligibility determination for approximately 2,000 Orleans Parish residents under the Right to Counsel Program as provided by the Office of Community Development.
4. Provide free legal representation to approximately 1, 900 Orleans Parish residents who are tenants and facing housing instability due to eviction, subsidy termination, landlord disputes that could lead to eviction and/or illegal lockouts due to the COVID-19 pandemic.
5. Address and resolve approximately 90 landlord/ tenant disputes.
6. Address and resolve approximately 10 individuals who are experiencing illegal lockouts and/or utility terminations.
7. Provide approximately 1,000 individuals/families referrals to stabilize their housing.

8. Facilitate and/or attend approximately 12 "Know Your Rights Events" to education the Orleans Parish community relative to their legal rights on evictions
9. Attend and participate in approximately 12 Community -Based Legal Clinics to discuss individuals' legal rights as it pertains to evictions, lockouts, and utility terminations.
10. Address the court notification early by providing the right the counsel services to approximately 4,500 Orleans Parish residents for the avoidance of eviction.
11. Attend and participate in approximately 24 outreach events to discuss the right to counsel for the avoidance of eviction.
12. Cooperate with the City and any person performing work for the City.

B. ***Standards.*** The Subrecipient, and any person performing work on its behalf, will perform all work under this Agreement in accordance with Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (ERA1) and any guidance established by The Department of the Treasury regarding the requirements.

C. ***Compliance with Laws.*** The Subrecipient, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation,

1. Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (ERA1) and any guidance established by The Department of the Treasury regarding the requirements.
2. The Emergency Rental Assistance program established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (ERA2).
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, other then such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
4. Universal Identifiers and System for Award Management (SAM), 2 C.F.R. part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
5. Reporting Subaward and Executive compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
6. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. part 180 (including the requirement to include the term or condition in all lower tier covered transactions (contracts and subcontracts

described in 2 C.F.R. Part 180. Subpart B) that the award is subject to 2 C.F.R. part 180 and Treasury's implementation regulation at 31 C.F.R. Part 19.

7. Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is here by incorporated by reference.
8. Governmentwide Requirements for Drug-Free Workplaces, 31 C.F.R. Part 20.
9. New Restriction on Lobbying, 31 C.F.R. 21.
10. Title VI of the Civil rights Act of 1964 (24 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulation at 31 C.F.R. part 22, which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
11. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
12. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance.
13. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) and Treasury's implementation regulations at 31 C.F.R. part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
14. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
15. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Subrecipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
16. Pursuant to Executive Order 13513, Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents.

D. ***Prohibited Activities.*** The Subrecipient may only carry out the activities described in this Agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. *Compensation.*

A. Grant Amount. The City agrees to pay the Subrecipient up to the maximum amount of Two Million Dollars Even ($2,000,000.00) for services provided in conjunction with this Agreement, as per the attached "**Budget & Cost Control Statement**," designated as *Attachment II*, which is attached hereto and made part of this Agreement.

B. Budget Revisions. The Subrecipient is allowed budget revisions during the contract period. It is further expressly understood and agreed that in no event will the Subrecipient exceed any budget line item prior to receiving, in writing, a budget revision from the City authorizing the excess.

C. Monthly Submittal of Budget & Cost Control Statements. The Subrecipient agrees to provide OCD, ATTN: Neighborhood Services & Facilities 1340 Poydras Street, Suite 1000, New Orleans, Louisiana on the 10th working day of each month, one original and one copy of the aforementioned Budget and Cost Control Statement(s). The Subrecipient further agrees to provide the City by uploading via the Budget, Requisition and Accounting Services System (BRASS) the Budget and Cost Control Statement(s) and supporting documentation for each budget line costs. This information will be provided to the City in accordance with "**OCD Fiscal Unit Policies and Procedures**," designated as *Attachment III*, which is attached hereto and made part of this Agreement.

D. Monthly Payments. Payment will be made monthly, based on receipt of the monthly Budget and Cost Control Statement approved and signed by the fiscal accountant. The Subrecipient understands and acknowledges that the contract sum will be paid to the Subrecipient on a cost reimbursement basis, computed on actual or accrued expenditures. The Subrecipient further understands and agrees that the Subrecipient will only be entitled to the compensation upon satisfactory performance of the work of the Agreement as shall be determined by the City.

E. Payment Only for Eligible Activities. The Subrecipient understands and acknowledges that the funds provided shall be used exclusively for the purpose described above and shall not be used to cover any other expense of the Subrecipient. The Subrecipient shall be responsible for collecting and maintaining any and all source documents evidencing eligible and authorized expenditures as provided for in the budget for administrative cost. The Subrecipient will not be compensated for any ineligible or unsupported costs. Furthermore, the Subrecipient understands and agrees that claims such as, but not limited to, those which may result from the Subrecipient's failure to pay debts incurred by the Subrecipient are the exclusive responsibilities of the Subrecipient and not the City.

F. Uniform Administrative Requirements. The Subrecipient understands and agrees that all expenditures will be made in accordance with the Office of Management and Budget (OMB), 2 CFR Part 200 – "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," commonly referred to as Uniform Guidance and all other procedures related to the expenditures of the amount of compensation provided by this contract as may be imposed on the Subrecipient by the City or Federal government.

G. Amount of Compensation Subject to Funding Availability. The Subrecipient further understands that the amount of compensation specified in this Agreement is subject in whole or in part to the release of U.S. Treasury funds to the City by HUD and/or appropriation of funds by the New Orleans City Council. Additionally, it is agreed to by the Subrecipient that the expressed maximum sum of compensation is subject to be modified by the City when deemed necessary by the City based on results of budgetary analysis.

H. Withholding Reimbursement to Settle Questioned or Ineligible Costs. Furthermore, it is expressly understood and agreed that the City may reserve, utilize, and/or expend the amount of compensation toward the "supplemental" portion of any existing or to-be-acquired funds, and may also withhold reimbursement to the Subrecipient in order to settle any questioned or ineligible cost incurred by the Subrecipient in the operation or performance of any previous contracts involving the U.S. Treasury funded program operated by the Subrecipient, which the City and/or HUD may deem ineligible or unallowable under said previous contract(s) provisions and/or rules and regulations applicable to the U. S. Treasury program.

I. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

J. Remedies for Non-Compliance. If the Subrecipient fails to comply with federal statutes, regulations or the terms and conditions of a Federal award, the HUD or the City may impose additional conditions, as described in § 200.207 Specific conditions. If HUD or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

C. Wholly or partly suspend or terminate the Federal award.

D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

E. Withhold further Federal awards for the project or program.

F. Take other remedies that may be legally available.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

A. The Subrecipient represents and warrants to the City that:

1. The Subrecipient, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement.

2. The Subrecipient has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement.

3. The Subrecipient is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Subrecipient, its employees, or its sub-subrecipients in the performance of this Agreement;

4. The Subrecipient is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Subrecipient's performance of this Agreement;

5. The Subrecipient has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Subrecipient is not in breach of any federal, state, or local statute, regulation, or code applicable to the Subrecipient or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Subrecipient's most favored customer for the same or substantially similar services;

8. The Subrecipient has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Subrecipient, and the execution of this Agreement by the Subrecipient's representative constitutes a sworn statement, under penalty of perjury, by the Subrecipient as to the truth of the foregoing representations and warranties.

ARTICLE IV - THE CITY'S OBLIGATIONS

A. ***Administration.*** The City will administer this Agreement through the Office of Community Development ("ODC").

B. ***Access to Information.*** The City shall provide the Subrecipient with all material and information reasonably necessary to allow the Subrecipient to perform its obligations under this Agreement.

C. ***Technical Assistance***. The City shall provide staff for technical assistance and programmatic support.

ARTICLE V - COMPENSATION

A. ***Maximum Amount Payable.*** The maximum amount payable by the City under this Agreement is Two Million Dollars ($ 2,000,000.00). The full anticipated budget breakdown is incorporated into this Agreement.

B. ***Other Costs.*** The Subrecipient understands and agrees that the compensation shall be inclusive of all personnel costs, fringe benefits, equipment costs, travel costs, supply costs, and indirect costs identified as those not directly incurred as a result of providing the services listed in this Agreement, deemed ineligible for federal modified total direct costs for on-campus research.

C. ***Payment.*** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

ARTICLE VI - MONITORING OF SUBRECIPIENT PERFORMANCE

A. ***Monitoring.*** The City shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 30 calendar days after being notified by the City, the City may impose additional conditions on the Subrecipient and its use of funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

B. ***Reporting***. The Subrecipient shall submit:

1. **Monthly Reporting Requirement.** The Subrecipient agrees to provide OCD Neighborhood Services & Facilities, 1340 Poydras Street, 10th Floor, New Orleans, Louisiana by the tenth working day of each month one copy of the information described and requested in the "**Monthly Reporting Requirements**" form, as may be amended, designated as *Attachment IV*, which is attached hereto and made part of this Agreement.

ARTICLE VII - DURATION AND TERMINATION

G. ***Term.*** The term of this Agreement shall be for one year from the Effective Date.

H. ***Extensions.*** The City shall have the option to extend the term of this Agreement giving written notification to the Subrecipient stating such intentions at least thirty calendar days prior to the termination of the Agreement. The term of the Agreement must be extended if the Subrecipient is in control of any Treasury funding.

I. ***Termination for Convenience.*** The City may terminate this Agreement at any time during the term of the Agreement by giving the Subrecipient written notice of the termination at least 30 calendar days before the intended date of termination.

J. ***Termination for Cause.*** The City may terminate this Agreement immediately for cause by sending written notice to the Subrecipient. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

K. ***Termination for Non-Appropriation.*** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

L. ***Notice.*** The City shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the City retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the City any improper expenditures no later than thirty (30) days after the date of termination. The City may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

M. ***Remedies for Non-Compliance***. If the Subrecipient fails to comply with federal statutes, regulations or the terms and conditions of a Federal award, the HUD or the City may impose additional conditions, as described in § 200.207 Specific conditions. If HUD or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

ARTICLE VIII - MAINTENANCE AND MONITORING OF RECORDS

A. ***Maintenance of Records***. The Subrecipient agrees to maintain all records of all expenditures of CDBG funds provided to it by the City in accordance with §570.506 for **five years** from the official date of the closeout of the grant. If Subrecipient is responsible for multiple projects, records are to be maintained separately for each project. The aforementioned classification of funds expended will be further itemized by the "funding year" associated with the funds. The Subrecipient hereby agrees to maintain, for the City's review, all records relating to the creation, development and set-up of the projects, and the expenditure of the funds.

B. ***Monitoring of Records***. The Subrecipient acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the Subrecipient. The Subrecipient hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records the projects implemented by the Subrecipient, and hereby agrees to assist the City in reviewing projects undertaken by the Subrecipient. The aforementioned records will be made available at times reasonable to both the Subrecipient and the City, and the Subrecipient's records will be reviewed by the City no less than annually.

ARTICLE IX - INDEMNITY

A. ***In general***. To the fullest extent permitted by law, the Subrecipient will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Subrecipient, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Subrecipient in connection with the performance of work under this Agreement and for any and all claims and/or liens for labor, services, or materials furnished to the Subrecipient in connection with the performance of work under this Agreement

B. ***Limitation***. The Subrecipient 's indemnity does not extend to any loss arising from the negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Subrecipient nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. ***Independent Duty***. The Subrecipient has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Subrecipient is ultimately absolved from liability.

D. ***Expenses***. Notwithstanding any provision to the contrary, the Subrecipient shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE X - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Subrecipient will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Subrecipient's obligations and/or scope of work under the Agreement. If the Subrecipient maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

B. ***Minimum Requirements.***

1. Workers' Compensation & Employers Liability

Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000.

2. Commercial General Liability

Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

3. Automobile Liability

Insurance with a combined single limit of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

4. Professional (Errors & Omission) Liability

As professional services are required under the Agreement, insurance appropriate to the Subrecipient's profession with limits of liability of not less than $1,000,000 per occurrence or claim / $1,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subrecipient in this agreement.

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Subrecipient must procure and evidence full extended reporting period (ERP) coverage.

5. Umbrella Liability

Umbrella/Excess policies must "Follow form" of the underlying policies and scheduling.

6. Crime Insurance (Fidelity Bond)

To include but not limited to employee dishonesty, computer crime, misappropriation of funds, forgery, or alteration with limits of not less than the maximum amount funded by the City under the CEA.

C. ***General Provision and Requirements.***

1. Subrecipient shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage

2. The obligations for the Subrecipient to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Subrecipient from any liability incurred as a result of their activities/operations in conjunction with the Subrecipient's obligations and/or scope of work. Subrecipient shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Subrecipient's limits of liability that arise from the performance of work under the Agreement.

D. ***Certificates of Insurance Additional Insured Status.***

1. The Subrecipient and all subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this Agreement.

2. Additional Insured status can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

3. shall require and verify that all subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the subcontractors' liability shall be covered by the Subrecipient. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

4. The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers and Liability.

E. ***General Requirements***.

1. Primary Coverage: For any claims, liability, demands and/or suits related to this Agreement or Subrecipient's performance and furnishing or the work, whether it is performed by the Subrecipient, and subcontractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Subrecipient's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Subrecipient's coverage. At no time shall the Subrecipient allow any subcontractor to perform work without the required types and limits of required insurance coverage.

2. The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Subrecipient.

3. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Subrecipient must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Agreement.

4. Waiver of Subrogation: The Subrecipient and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

5. Notice of Cancellation: Each insurance policy shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.

6. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

7. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Subrecipient in accordance with the insurance requirements, the City shall notify the Subrecipient in writing within thirty (30) days

after receipt of the Certificates. The Subrecipient shall provide a written response to the objection within ten (10) days from the date of the notice.

8. Upon failure of the Subrecipient or their subcontractor to purchase, furnish, deliver or maintain such insurance as provided herein, the Agreement, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Subrecipient to purchase and maintain insurance shall not relieve the Subrecipient from any liability under the Agreement, nor shall the insurance requirements be constructed to conflict with the obligations of the Subrecipient concerning indemnification.

9. Notice: The Subrecipient will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

F. ***Miscellaneous***. Without notice from the City, the Subrecipient will:

1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement.

2. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

G. ***Special Risks or Circumstances.*** The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE XI – LIVING WAGES

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

B. ***Compliance.*** To the fullest extent permitted by law, the Subrecipient agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**").
2. 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
3. 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:

1. $11.19 per hour for any work performed on or before December 31, 2021;
2. $13.25 per hour for any work performed on or before December 31, 2022;
3. $15.00 per hour for any work performed on or before December 31, 2023; and
4. $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. ***Sub-Subrecipient Requirements.*** As required by Section 70-804 of the City Code, the Subrecipient, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify sub-subrecipients in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City subrecipients and beneficiaries shall be deemed responsible for violations of this Article by their sub-subrecipients.

F. ***Reporting.*** On or before January 31st and upon request by the City, the Subrecipient 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.*** 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. Steps and actions include, but are not limited to, requirements that: (i) the Subrecipient 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 Subrecipient 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 Subrecipient, payroll records and employee paychecks; and (ii) that the City may audit such records of the Subrecipient as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. ***Remedies***. If the Subrecipient fails to comply with the Living Wage requirements 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.

ARTICLE XII - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

The Subrecipient agrees to abide by the City Code Sections 70-456, *et seq*., to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

ARTICLE XIII - NON-DISCRIMINATION

A. ***Equal Employment Opportunity.*** In all hiring or employment made possible by, or resulting from this Agreement, the Subrecipient (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Subrecipient's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, 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, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. ***Non-Discrimination.*** In the performance of this Agreement, the Subrecipient 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 the Subrecipient in any of the Subrecipient'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 the Subrecipient. The Subrecipient 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.

C. ***Incorporation into Subcontracts.*** The Subrecipient will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-Subrecipients to comply with those provisions.

D. ***Termination for Breach***. The City may terminate this Agreement for cause if the Subrecipient fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XIV - INDEPENDENT ENTITY

A. *Independent Entity Status.* The Subrecipient is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, sub-Subrecipients or agents to be an employee, partner, or agent of the City.

B. *Exclusion of Worker's Compensation Coverage.* The City will not be liable to the Subrecipient, as an independent entity as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Subrecipient will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. *Exclusion of Unemployment Compensation Coverage.* The Subrecipient, as an independent entity, is being selected by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Subrecipient nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Subrecipient has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Subrecipient are outside the normal course and scope of the City's usual business; and (c) the Subrecipient has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. *Waiver of Benefits.* The Subrecipient, as an independent entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XV– FORCE MAJEURE

A. *Event.* An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. *Notice.* To seek the benefit of this Article, the City must provide notice in writing to the Subrecipient stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. *Effect.*

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
   a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days.

During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Subrecipient must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Subrecipient and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XVI - NOTICE

A. *In General*. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Office of Community Development
1340 Poydras Street, Suite 1000
New Orleans, LA 70112
&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Subrecipient:

Laura Tuggle
Southeast Louisiana Legal Services Corporation
1340 Poydras Street, Suite 600
New Orleans, Louisiana 70112

B. *Effectiveness*. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. *Notification of Change*. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XVII – INCOPORATED DOCUMENTS

A. ***In general.*** The following documents are incorporated into this Agreement:

1. Contract Analysis Document for U. S. Department of Treasury - Attachment I
2. Office of Community Development (OCD), Fiscal and Compliance Unit – Attachment II
3. Part II terms and Conditions, Accounting and Financial Management Procedures – Attachment III

B. ***Direct Conflict.*** If any Exhibit directly conflicts, in whole or in part, with this Agreement, the terms and conditions of the Agreement will control except as provided by law.

C. ***Difference in Standard.*** If any Exhibit differs, in whole or in part, with this Agreement in terms of requirements, standards, timelines, etc., then the more stringent requirement, the higher standard, and the longer timeline, etc., shall prevail, unless the Parties mutually agree otherwise.

ARTICLE XVIII - ADDITIONAL PROVISIONS

A. ***Amendment.*** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. ***Assignment.*** This Agreement and any part of the Subrecipient's interest in it are not assignable or transferable without the City's prior written consent.

C. ***Audit and Other Oversight.*** The Subrecipient will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Subrecipient to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, SUBRECIPIENT agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. ***Choice of Law.*** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. ***Compliance with City's Hiring Requirements - Ban the Box.***

1. The Subrecipient 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, the Subrecipient 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.
2. 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 Subrecipient notice of noncompliance and allow the Subrecipient 30 days to come into compliance. If, after providing notice and 30 days to cure, the Subrecipient remains noncompliant, the City may move to suspend payments to the Subrecipient, void the Agreement, or take any such legal action permitted by law

or this Agreement.

3. 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.
4. The Subrecipient will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-Subrecipients to comply with those provisions.

F. ***Construction of Agreement.*** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Subrecipient on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. ***Convicted Felon Statement.*** The Subrecipient complies with City Code § 2-8(c) and no principal, member, or officer of the Subrecipient has, within the preceding 5 years, 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.

H. ***Cost Recovery.*** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Subrecipient shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Subrecipient fails to meet its contractual obligations.

I. ***Employee Verification.*** The Subrecipient swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all sub-Subrecipients to submit to the Subrecipient a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Subrecipient being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Subrecipient further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Subrecipient will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Subrecipient fails to provide such the requested affidavit or violates any provision of this paragraph.

I. ***Entire Agreement***. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

J. ***Jurisdiction***. The Subrecipient consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Subrecipient.

K. ***Limitations of the City's Obligations***. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

L. ***No Third-Party Beneficiaries***. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. ***Non-Exclusivity***. This Agreement is non-exclusive and the Subrecipient may provide services to other clients. The City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

N. ***Non-Solicitation Statement***. The Subrecipient 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. The Subrecipient 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.

O. ***Non-Waiver***. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

P. ***Ownership Interest Disclosure***. The Subrecipient will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the Subrecipient and stating that no other person holds an ownership interest in The Subrecipient via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Subrecipient fails to submit the required affidavit, the City may, after 30 days' written notice to the Subrecipient, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

Q. ***Ownership of Records***. The Subrecipient shall maintain ownership of all data collected and all products of work prepared, created or modified by the Subrecipient in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Subrecipient's personnel and administrative records and any tools, systems, and information used by the Subrecipient to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product"). The Subrecipient shall also maintain all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the Subrecipient's name. However, the Subrecipient acknowledges that the purpose of the Project is for the benefit of the City of New Orleans, and therefore the Subrecipient shall grant the City a no-cost perpetual license to utilize all Work Product in a manner to further the purpose of the Project, provided that the City takes all reasonable precautions to protect the Subrecipient's intellectual property and proprietary interests of the Subrecipient, subject to all applicable public records laws. The Subrecipient shall also be able present or publish materials deriving from its Work Product at its sole discretion, provided that the Subrecipient provide the City with an advance copy for review and feedback at least seven (7) days prior to presentation or publication.

R. ***Prohibition of Financial Interest in Agreement.*** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Subrecipient, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Subrecipient pursuant to this Agreement without regard to the Subrecipient's otherwise satisfactory performance of the Agreement.

S. ***Prohibition on Political Activity.*** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

T. ***Remedies Cumulative.*** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

U. ***Severability.*** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

V. ***Sub-Subrecipient Reporting.*** The Subrecipient will provide a list of all natural or artificial persons who are retained by the Subrecipient at the time of the Agreement's execution and who are expected to perform work as sub-Subrecipients in connection with the Subrecipient's work for the City. For any sub-Subrecipient proposed to be retained by the Subrecipient to perform work on the Agreement with the City, the Subrecipient must provide notice to the City within 30 days of retaining that sub-Subrecipient. If the

Subrecipient fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Subrecipient take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

W. ***Survival of Certain Provisions*.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

X. ***Terms Binding*.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIX - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. 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 Agreement.

ARTICLE XX - PROGRAM INCOME

A. ***Funds Collected to be Considered Program Income*.** The pro-rata share of funds obtained from fees collected for services rendered and any other funds collected in accordance with the services of this project are determined to be program income. All funds derived from the program as a result of the activities carried out by the Subrecipient shall be considered program income and shall be retained by the Subrecipient for **eligible** program activities.

B. ***Program Income Reporting*.** All program income shall be reported to the City on a monthly basis. Funds considered program income shall be reported on the "**Program Income Form**," as may be amended, designated as *Attachment V*, which is attached hereto and made part of this Agreement. The form shall be provided to OCD Neighborhood Services & Facilities 1340 Poydras Street, 10th Floor, New Orleans, Louisiana on the tenth working day of each month. Should the Subrecipient not obtain any program income funds, the form must be signed and submitted on the tenth working day of the month indicating no funds were obtained. The report shall indicate the total amount of funds collected for the month and the City's portion to date.

C. ***Projected Budget Required*.** The Subrecipient understands that if the amount of program income to be received has not been determined or the Subrecipient does not know how the program income will be used, the Subrecipient agrees that upon learning that it will receive program income it will provide a projected budget to the City for prior approval of its intended use. Such budget shall be a projection of the income to be collected during the term of this Agreement.

D. ***Program Income to be Maintained Separately.*** All program income shall be placed in an interest-bearing account and shall be deposited. All program income shall be maintained separately and expended first by the Subrecipient before additional funds are requested from the City, except for an amount as determined by the City to be necessary to maintain the bank account. Once program income has been expended, additional funds may be requested from the City to cover the reimbursable cost for the month. Program income on hand at the time this Agreement expires shall continue to be subject to the eligibility requirements and provisions of this Agreement until expended or returned to the City.

ARTICLE XXI – HUD COMPLIANCE PROVISIONS

The Subrecipient agrees to comply with the document entitled **"HUD Compliance Provisions for Sub-Recipients Agreements and Professional Services Contracts,"** designated as *Attachment VI,* which is attached to this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Subrecipient, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

L.C. Cantrell
____
LATOYA CANTRELL, MAYOR

Executed on this 26th **of** May, **2022.**

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________________

Printed Name: Tracy Tyler

SOUTHEAST LOUISIANA LEGAL SERVICES CORPORATION

BY: Laura Tuggle
LAURA TUGGLE, EXECUTIVE DIRECTOR

[redacted]
FEDERAL TAX I.D.

5-10-2022
DATE