

K22-1076

**STATE OF LOUISIANA
PARISH OF ORLEANS**

Subgrant Agreement: *City of New Orleans*

This amended Subgrant Agreement (“Agreement”), dated as of December 15, 2022, is entered into by and between the **New Orleans Business Alliance**, 1250 Poydras Street, Suite 2150, New Orleans, Louisiana 70113 (hereinafter referred to as “NOLABA” or “Subgrantor”) and the **City of New Orleans** located at 1300 Perdido St., New Orleans, LA 70112 (hereinafter referred to as “the City” or “Subgrantee”). At the execution of this amended agreement the previous agreement dated December 15, 2020, is voided and replaced by this document.

Background

NOLABA is party to an agreement (“Funding Agreement”) with JPMorgan Chase & Co. (hereinafter referred to as “JPMC” identified in **Exhibit A** (“Project Plan”). In carrying out its activities under the Funding Agreement, NOLABA will disburse funds to the City for the work (“Project”) described in the Project Plan.

NOLABA and Subgrantee agree as follows:

1. Project Funds and Compliance

1.1 Funds Payment

NOLABA will disburse funds (“Funds”) to Subgrantee as described in the Project Plan. Subgrantee will, upon NOLABA’s request, refund any unused portion of the Funds if Subgrantee does not complete its work as described in, and on the timeframe set out in, the Project Plan.

1.2 Use of Funds

Subgrantee will use Funds as described in the Project Plan. Subgrantee will not use Funds or any income earned from investment of Funds to influence any election, to engage in any political or other activity that is prohibited by Internal Revenue Code Section 501(c)(3), or to support any person or organization engaged in terrorist activity.

1.3 Report and Materials

Subgrantee will provide such reports, documents, and royalty-free licenses as contemplated by the Project Plan or as NOLABA may otherwise request in connection with Project execution and compliance with the Funding Agreement. Subgrantee acknowledges that NOLABA is relying on information provided by Subgrantee for purposes of complying with the Funding Agreement and for other matters relating to the Project.

1.4 Compliance with Funding Agreement

Subgrantee will comply with all provisions of the Funding Agreement relevant to the Project and related activities, including funds use, reporting, licensing, open-access, and attribution requirements. Subgrantee will be bound to NOLABA to the same extent that NOLABA is bound by to the grantor under the Funding Agreement. If there are any inconsistencies between the Funding Agreement and this Agreement or the Project Plan, the Funding Agreement will control.

2. Project Execution

2.1 Project Activities

Subgrantee will carry out the Project in accordance with this Agreement, the Funding Agreement, and applicable law.

2.2 Project Contacts

NOLABA and Subgrantee will each appoint one individual to act as the principal contact person and to coordinate activities in connection with the Project. The initial appointees are identified in the Project Plan.

2.3 Recordkeeping

Subgrantee will maintain records relating to its Project responsibilities as contemplated by the Project Plan and in a manner such that NOLABA can evaluate Subgrantee's compliance with this Agreement and the Funding Agreement. Subgrantee will make those records available for review by NOLABA on reasonable notice during the term of this Agreement and for a period of three (3) years after its termination. Subgrantee will reasonably cooperate with NOLABA in providing information in connection with any funder, financial or tax audit, or similar matter, in which NOLABA is engaged.

2.4 Records

A. Subgrantee must maintain documentation conforming to all requirements prescribed by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.

B. Records must include sufficient detail to disclose:

1. Services provided to program participants;
2. Administrative cost of services provided to program participants;
3. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
4. Cost of operating the organizations, agencies, programs, activities, and functions.

C. Subgrantee must maintain all records relevant to the administration of this subgrant for a period of [insert records retention period].

2.5 Responsibility for Actions

Subgrantee will have sole responsibility for planning and carrying out its activities. Subgrantee will have sole responsibilities for hiring, monitoring, and paying any employees, and for its contracts with third parties. NOLABA will not assume any liability for the performance by Subgrantee of its contracts or of any of its other obligations. Subgrantee acknowledges that conduct of Subgrantee and its agents, if any, and any other legal obligations of Subgrantee, are the sole responsibility of Subgrantee.

Subgrantee shall promptly reimburse NOLABA for any funds it pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Subgrantee is responsible.

2.6 Adverse Developments

Subgrantee will notify NOLABA promptly of: (a) any changes in Subgrantee's status as a nonprofit corporation in good standing under local law or as a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code; (b) any changes in its senior management team or key personnel responsible for carrying out the Project; (c) loss of other funding, the filing of any litigation, or any other development that has, or could have, a materially adverse effect on Subgrantee's financial condition, or otherwise materially affect its ability to carry out the Project or its other obligations under this Agreement; or (d) any material changes in Project design or implementation.

3. General Clauses

3.1 Taxes, Licenses And Permits

Subgrantee hereby agrees that the responsibility for payment of all applicable taxes from the funds received under this Contract shall be said Subgrantee's obligation and identified under Federal Tax Identification Number 72-6000969.

For purposes of this Contract, applicable taxes shall include but not be limited to income, franchise, sales, use, excise, and severance taxes.

3.2 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the operations of NOLABA, its subsidiaries or tenants, made available to the Subgrantee in carrying out this Agreement, or which become available to the Subgrantee in carrying out this Agreement, shall be considered confidential and protected by the Subgrantee from unauthorized use and disclosure through the observance best commercial practices.

3.3 Ownership

All records, reports, documents and other material delivered or transmitted to Subgrantee by NOLABA shall remain the property of NOLABA and shall be returned by Subgrantee to NOLABA, at Subgrantee's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Subgrantee in connection with the performance of

the services contracted for herein shall become the property of NOLABA, at termination or expiration of this contract.

3.4 Force Majeure

Nonperformance of either party will be excused to the extent the performance is rendered impossible by strike, fire, flood, quarantine, embargoes or other unusual governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the nonperforming party.

3.5 Indemnification And Insurance

Subgrantee hereby agrees to protect, defend, indemnify, save and hold harmless NOLABA, and all its directors, departments, officers, agents, representatives, employees, including volunteers, and subsidiaries from and against any and all claims, demands, expenses and liability arising out of any act or omission in the performance of this Agreement of the Subgrantee, its principles, agents, servants, representatives, employees, and subcontractors; or any and all costs, expenses, and/or attorney fees incurred as a result of any such claims, demands and/or causes of action, except for those claims, demands, and/or causes of action arising out of the negligence of the NOLABA, its directors, departments, officers, agents, representatives, employees, including volunteers, or subsidiaries. Such indemnification shall be triggered upon receipt of written notice of the claim.

3.6 Audits And Records

Subgrantee acknowledges and agrees that NOLABA and its external auditor have the right to review and audit all records, reports, work sheets or any other material related to this contract. Further, Subgrantee acknowledges that all records, reports, work sheets, or any other material related to this Agreement are subject to the Public Records Act pursuant to La. R.S. 17:3396.8. Subgrantee agrees to maintain all records, reports, work sheets, or any other material related to this Agreement for three years past the termination date of this Agreement.

3.7 Whole Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings or agreements between the parties. No modification or amendment of this Agreement or waiver of rights under this Agreement will be effective unless in writing signed by each party.

3.8 Amendments

No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each party by their respective representatives.

3.9 Assignment

The Subgrantee shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior consent of NOLABA, provided, however, that claims

for money due or to become due to the Subgrantee from NOLABA may be assigned to a bank, trust company, or other financial institution without such prior written consent.

3.10 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

3.11 Counterparts

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

3.12 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana without regard for its conflict of laws provisions.

3.13 Jurisdiction And Venue

The Civil District Court in the Parish of Orleans, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Contract; and all parties hereto submit themselves to the jurisdiction of said Court in the event of any legal proceedings in connection with this Agreement.

3.14 Waiver and Enforcement. The failure of either Party to insist upon or enforce, in any instance, strict performance by the other of any of the terms of this Agreement, or any contract or order or to exercise any rights herein or therein conferred shall not be construed as a waiver or relinquishment to any of its rights to assert or rely upon any such terms or rights on any future occasion.

Further, the waiver by either Party of a breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent breach of this Agreement.

*****Signature Page To Appear Below*****

SIGNATURE AND APPROVALS

In Witness Whereof, the parties accept this Agreement and have caused this Agreement to be executed, and do each hereby warrant and represent that its respective signatory whose signature appears below has been and is on the date executed duly authorized by all necessary and appropriate corporate action to execute this agreement on its behalf.

NEW ORLEANS BUSINESS ALLIANCE:**CITY OF NEW ORLEANS**

PRINT NAME:

Norman E. Muehlenstein

PRINT NAME:

LaToya Cantrell

SIGNATURE:

Norm E. Muehlenstein

SIGNATURE:

LaToya Cantrell

TITLE:

PRESIDENT & CEO

TITLE:

Mayor

FORM AND LEGALITY APPROVED:

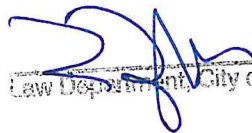

Law Department, City of New Orleans

Exhibit A

Project Plan

Subgrantee Contact

Subgrantee name	City of New Orleans
Subgrantee address	1300 Perdido St. New Orleans, LA 70112
Subgrantee contact person	Name: Melissa Schigoda Title: Director of Performance and Accountability E-mail: maschidgoda@nola.gov Telephone: 617-717-9074

NOLABA Contact

NOLABA contact name	
NOLABA address	1250 Poydras St., Suite 2150 New Orleans, LA 70113
NOLABA contact person	Name: Alexis Kyman Title: Senior Director, Project Management E-mail: akyman@nolaba.org Telephone: 504-934-4505

Funding Agreement

Funder name	JPMorgan Chase & Co
Funding Purpose	<i>Advancing</i> Cities Challenge - leveraging already existing city, state, and federal funds with the JPMC grant to build on the emerging blue-green industry to create small business contracting and workforce opportunities resulting in a more

	resilient city with less frequent flooding and better ability to manage water, a more diverse economy, and a shrinking racial wealth gap.
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Funds disbursement to and use by Subgrantee

Term	
-Year 2/3	12/16/2021 – 12/15/2022
-Year 3/3	12/16/2022 – 3/31/2024
Amount	\$258,000 per year for three years
Payment Method	Wire Transfer
Payment Schedule	Full amount for year 1 to be deposited upon receipt of finalized signed agreement, subsequent years to be disbursed near December 15, pending acceptance of reports to JPMC
Project Activities and Deliverables	• Provide strategic alignment across city departments, employers, and small businesses ○ Hire one FTE in OWD to manage business strategies and employer partnerships for blue-green infrastructure ○ Utilize personnel in the CAO's office to liaise across city departments ○ Utilize personnel in OBES to connect with small businesses and support contracting opportunities and access • Participate in monthly industry roundtable meetings related to employers and contracting and other convenings • Participate in regular leadership team committee meetings with NOLABA and YouthForce • Responsible for creation of formal avenues to ensure system changes, including new procurement policies focused on access to procurement



	opportunities are increased for targeted BIPOC led / disadvantaged businesses • or process improvements for the Administration, are met. ○ New policy or process improvement recommendations to be developed via contracting roundtable ○ New public contracts in blue/green infrastructure are issued in alignment with new policies or through improved process • Responsible, via management of Thrive's training program, for taking the lead on the 3-year goals of: ○ 400 enrolled in workforce training ○ 350 individuals completing workforce training ○ 200 individuals hired in blue-green sector jobs earning at least a living wage
Subgrantee recordkeeping requirements	To be finalized with Kaleidoscope Pathways (evaluation partner)
Progress reports and due dates (if any)	Due to NOLABA by 10/15/22, collaborative report due to JPMC 10/31/22
Final report due date (if any)	Due to NOLABA 4/15/2024, collaborative report due to JPMC 4/30/2024