K21-140

SUBRECIPIENT AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

THE NEW ORLEANS REDEVELOPMENT AUTHORITY

FOR

STORMWATER MANAGEMENT INTERVENTIONS AND TRAINING

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and the New Orleans Redevelopment Authority, represented by Brenda M. Breaux, Executive Director (the "**Subrecipient**" or "**NORA**"). 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 date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision organized under the law of the State of Louisiana; and

WHEREAS, NORA is a public body corporate and political, created pursuant to LA R.S. 33:4720.55, and the resolution of the Council of the City evidenced by a certificate signed by the Mayor and Council and registered with the Secretary of State of Louisiana; and

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and more specifically for the City, under Section 9-314 of the Home Rule Charter of the City of New Orleans, the City and Subrecipient may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, NORA exists and operates as generally provided for in LA R.S. 33:4720, *et. seq.* for public purposes which include the prevention and elimination of blighted areas, the development of vibrant neighborhoods and establishment of economically and socially sound communities through a broad-range of redevelopment activities; and

WHEREAS, the City was awarded $141,260,569 in National Disaster Resilience funds (NDR program) made available by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013) (Appropriations Act) and awarded under the National Disaster Resilience Competition as CDBG National Disaster Resilience (CDBG-NDR) grants from the United States Department of Housing and Urban Development (HUD) and has selected Subrecipient to be a Partner under the NDR program to receive certain funds in order to implement the program as set forth below; and

WHEREAS, the City and the Subrecipient desire to implement new stormwater management interventions on privately owned property to promote best practices in diverting stormwater away from the public drainage system; and

WHEREAS, construction of improvements on privately owned property is an eligible CDBG activity pursuant to 24 CFR 570.202 (a)(1); and

WHEREAS, construction of green infrastructure features that directly respond to the disaster-related impacts that occurred to the public drainage infrastructure during Hurricane Isaac are eligible CDBG-NDR activities; and

WHEREAS, the CDBG-NDR activities outlined in this Agreement meet the urgent need HUD national objective by responding to the storm related impacts; and

WHEREAS, the Subrecipient will provide the City with the capacity to design and implement a program that offers benefits to low- and moderate-income residents of New Orleans and overall benefits to the City in reduction of stormwater management via the public infrastructure; and

WHEREAS, the Subrecipient will provide educational materials and training opportunities for residents and local companies that will address the benefits of stormwater management and green infrastructure improvements;

WHEREAS, the City and Subrecipient previously entered into a Cooperative Endeavor Agreement, as amended, effective February 1, 2017, with a five-year term for the same scope of work and services (the "**Amended CEA**") (filed as K17-1378); and

WHEREAS, the execution of this Agreement will simultaneously terminate for convenience the Amended CEA by mutual consent of the Parties;

NOW THEREFORE, the Parties, 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 a portion of a Federal award described in Article II of this Agreement, and creates a Federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the federal award and the following award information.

Federal Award Identification Number (FAIN): B-13-MS-22-0002

CFDA Number and Name: 14 272 National Disaster Resiliency Grant Competition

Federal award project description: Green Interventions on Private Properties

Is this award for research and development? No

Subrecipient's unique entity identifier:

Total Amount of the Federal Award Committed to the Subrecipient by the Grantee: $5,900,000.00

Amount of Federal funds reimbursed by the previous CEA: $2,435,595.57

Amount of Federal funds obligated by this Agreement: $3,464,404.43

Indirect cost rate applicable to the Subaward to the Subrecipient: 52.91%

Contact information:

Grantee:	**Subrecipient:**
Marjorianna Willman	Brenda Breaux
(name of awarding official)	(name of primary contact)
Title: Director of Community Development	Title: Executive Director
Grantee Name: City of New Orleans	Subrecipient Name: New Orleans Redevelopment Authority
Address: 1600 Perdido Street	Address: 1409 O.C. Haley Blvd
New Orleans, LA 70112	New Orleans, LA 70113
Phone: (504) 658-4272	Phone: (504) 658-4400
E-mail: marjorianna.willman@nola.gov	E-mail: bbreaux@nola.gov

ARTICLE II –SUBRECIPIENT'S OBLIGATIONS

A. ***Statement of Work.*** The Subrecipient shall:

NORA will oversee the implementation of the Community Adaptation Program (CAP) which seeks to install small-scale stormwater management interventions on residential property that will reduce flooding. While the City is working to manage water better in public spaces, households will be offered an opportunity to implement stormwater management best practices on their own properties. The CAP will reduce individual and collective risk over time by reducing localized flooding, improving public health, increasing public awareness of stormwater management impacts, and improving economic wellbeing.

CAP will also serve to provide a mechanism for the City to support a unique workforce development program that will encourage an industry of skilled installers of green infrastructure (GI) features on small scattered-site private property.

The primary objectives of the CAP include:

1. Demonstrate the benefits of GI interventions on residential property to reduce stormwater runoff
2. Collect data that assists in the development of successful, cost-effective tools to manage stormwater runoff on residential properties that can be scaled citywide
3. Support the City as a partner in a workforce development program that will help build skilled labor capacity in the GI industry.
4. Maintain an efficient and useful, customer friendly pilot program that incentivizes residents to manage stormwater.
5. Enhance low and moderate income (LMI) household assets.
6. Provide program participants with information on other Resilience and homeowner resources when available.
7. Reduce the area's collective flood risk from rainfall events

B. ***Obligations***. The Subrecipient shall:

1. Community Adaptation Program (CAP) Design and Implementation – The Subrecipient is the sole responsible party for successful implementation of CAP and as such the following tasks will be undertaken by NORA:

a. Procurement

i. NORA will procure a contractor(s) (in accordance with its Procurement Policies and Procedures that must conform to 2 CFR 200.317) who will install stormwater management interventions with oversight from Sub-recipient and property owners.

ii. All construction will be completed by a certified contractor with oversight from NORA and comply with all required permits from the City of New Orleans.

b. Environmental Review

i. NORA will procure a, or use an existing, suitable contractor to complete the environmental review records (ERR) for each eligible property to provide all documentation that the City may require to complete its review.

c. <u>Surveys</u>

i. NORA will collect public surveys in order to gauge increased knowledge about stormwater management improvements.

d. **<u>Education, Training and Outreach</u>**

i. NORA and its contractor(s) will prepare materials related to the CAP for distribution that address the operations, maintenance and benefits of the CAP green infrastructure improvements.

ii. NORA will host and/or facilitate general outreach meetings for the benefit of the public and green infrastructure partners that may be interested in participating directly in the program as a participant or indirectly supporting complimentary stormwater management objectives through private contributions.

iii. NORA will utilize the City's Office of Resilience and Sustainability general outreach material related to green infrastructure, stormwater management and flood mitigation.

2. <u>Beneficiaries</u>. The program goal is at a minimum 140 total properties. All property improvements must benefit moderate income households (80% AMI or below). NORA will submit regular reports to the City to document beneficiary income data which documentation must differentiate between households that qualify as low income households (50% AMI or below) as applicable.

C. ***<u>Deliverables</u>.*** The Subrecipient shall provide:

1. The Subrecipient will be responsible for providing quarterly reports to the City on the NDR Project-specific performance metrics located in Exhibit B to this Agreement, in accordance with HUD CDBG-NDR reporting requirements.

D. *<u>Schedule of Work</u>.* The Schedule of Work is incorporated into this Agreement, and attached as **Exhibit A.**

E. ***<u>Key Personnel</u>.*** The Subrecipient identifies the following key personnel to provide the services:

1. *<u>Project Administration and Operations</u>*:

a. Executive Director

b. Compliance

c. Finance

2. ***Program Delivery:***

a. Executive Director

b. Real Estate

c. Inspectors

d. Procurement Officer

e. Program Manager

f. Project Manager

3. ***Change to Key Personnel:*** The Subrecipient shall notify the City in writing of any change of the above listed "Key Personnel." The City retains the right to reject any such substitution within 30 days of receipt of written notice of substitution. NORA will incur expenses for administrative and other personnel in order to implement CAP and may charge the NDR Program accordingly for all related staff and operational costs but such expenses shall never exceed the 5% administrative cap and adhere to the budget attached hereto as Exhibit C, which is incorporated into the Agreement.

F. ***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.

G. ***Compliance with CDBG Regulations and HUD Notices.*** The Subrecipient shall:

1. ***In general.*** Comply with the federal regulations published in Volume 24, Part 570, of the *Code of Federal Regulations* (24 CFR 570), as well as all federal regulations and requirements incorporated therein by reference, whether specifically discussed herein or not.

2. ***Uniform Administrative Requirements.*** Comply with the applicable Uniform Administrative Requirements as described in 24 CFR 570.502.

3. ***Procurement.*** Comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this Agreement.

4. ***Notices.*** Comply with all applicable Notices and directives promulgated by the U.S.

Department of Housing and Urban Development.

H. ***Reversion of Assets***. Upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds as related to NDR on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-NDR funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG NDR funds in excess of $25,000 is either:

1. Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

2. Not used in accordance with subsection 1 above, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

I. ***Invoices***. The City will provide NORA with a maximum of $5,900,000 (which will be in the form of reimbursements for related staff, operational costs, and/or contractor costs for the performance of services identified in Article II, and in accordance with the approved Budget by the City. Subrecipient must submit invoices on a monthly basis and in accordance with actual cost incurred by project contractors(unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 30 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable.

A. Each invoice must include, at a minimum, the following information:

   1. Name of Subrecipient;

   2. Date of Invoice;

   3. Invoice Number;

   4. Contract or Purchase Order Number issued by the City (i.e. K#);

   5. Name of the City Department to be invoiced (i.e. City Civil Service);

   6. Description of the Services completed;

B. Invoices will be processed in accordance with Article IV of the Agreement.

C. All invoices must be signed by an authorized representative of the Subrecipient under penalty of perjury attesting to the validity and accuracy of the invoice.

D. The City may require changes to the invoice form and/or require additional supporting documentation to be submitted with invoices for continued review and processing. Any additional documentation or form changes will be communicated to the Subrecipient within

15 days after the invoice submittal date. The City shall not unreasonably delay reimbursement.

ARTICLE III - THE CITY'S OBLIGATIONS

A. ***Administration.*** The City will administer this Agreement through the Project Delivery Unit ("**PDU**").

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. ***Outreach.*** The City will coordinate and facilitate the overall outreach and engagement regarding improvements to stormwater management on privately owned property at which time Sub-recipient will participate in such events and provide support as applicable and requested. However, the completion of this activity and initiative will not delay NORA from proceeding with its outreach efforts.

D. ***Environmental Review.*** The City of New Orleans, Office of Community Development will serve as the responsible entity for the purpose of providing environmental reviews required under 24 CFR part 58 for properties to be addressed using NDR funds.

E. ***Workforce Development.*** The City shall design a workforce development program to help provide more access to skilled labor related to green infrastructure.

F. ***Public Relations.*** The City shall take the lead role on branding and general outreach related to: green infrastructure, stormwater management and managing flooding, and provide Subrecipient with timely information to ensure consistency and accuracy in communications with the public.

ARTICLE IV - COMPENSATION

A. ***Maximum Amount Payable.*** The City's obligation to compensate NORA under the CDBG NDR grant is FIVE MILLION NINE HUNDRED THOUSANDS DOLLARS EVEN ($5,900,000.00) according to the following schedule:. Any funds not expended in any of the years 1 through 4 will carry forward to the following year.

1. Year 1 (2017): $100,000
2. Year 2 (2018): $1,450,000
3. Year 3 (2019): $1,450,000
4. Year 4 (2020): $1,450,000
5. Year 5 (2021): $1,450,000

B. ***Other Costs.*** No payments in excess of the City's maximum amount payable under this Agreement shall be made unless this Agreement has been amended to authorize such increase and the Department of Finance has certified the availability of such additional funding.

C. ***Reversion of Funds***. Upon expiration of the Agreement, the Subrecipient shall transfer to the City CDBG NDR funds on hand that is not supported by expenditures at the time of expiration and any accounts receivable attributable to the use of CDBG NDR funds.

D. ***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 V - DURATION AND TERMINATION

A. ***Term.*** The term of the Agreement shall be from the Effective Date through January 31st, 2022.

B. ***Extensions.*** The City shall have the option to extend the term of this Agreement for one additional year by 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 City and/or Subrecipient is in control of any CDBG NDR funding.

C. ***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.

D. ***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.

E. ***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.

F. ***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.

ARTICLE VI - MAINTENANCE AND MONITORING OF RECORDS

A. ***Maintenance of Records***. The Subrecipient agrees to maintain all records of all expenditures of CDBG NDR funds provided to it by the City in accordance with §570.506 for **five years** following final closeout of the CDBG NDR grant by the U.S. Department of Housing and Urban Development (HUD). Records are to be maintained separately for each project undertaken by the Subrecipient, and the records for each project will be maintained by the Subrecipient in such a manner so that the funding sources used in each project will be accounted for separately. 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 CDBG-NDR projects, and the expenditure of CDBG-NDR funds, itemized for each CDBG-NDR-funded project undertaken.

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 with CDBG-NDR funds. The Subrecipient hereby acknowledges its responsibility to provide the City, upon reasonable demand, with records relating to CDBG-NDR -funded projects implemented by the Subrecipient, and hereby agrees to assist the City in reviewing projects undertaken by the Sub-recipient with CDBG-NDR funds in accordance with best practices that take into consideration the protection of Personal Identifiable Information (PII). 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 VII - 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 procure-ment. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within 30 days after being notified in writing by the Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-NDR 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 regular quarterly progress and financial reports to *the City. Quarterly reports are due by the 10th business day following the end of the previous quarter.*

C. ***Failure to Perform or Breach***. If the Subrecipient: 1) fails to perform according to the Agreement, 2) breaches the Agreement, or 3) does not comply with Federal Regulations governing CDBG-assisted projects, the City will notify the Subrecipient in writing with a reasonable time to cure indicated. If there is a continued lack of performance or lack of curing of breach or non-compliance after notification and a reasonable time period to cure (as determined by the City in the given instance), then the City may declare the Subrecipient in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Subrecipient for any increase in costs and other damages sustained by the City. Furthermore, the Subrecipient acknowledges its obligation to repay the City the CDBG funds that are identified with the period of noncompliance. The Subrecipient acknowledges that the amount of repayment are not necessarily commensurate with the period of non-compliance, and amount repayment could be up to the total amount of compensation disbursed.

ARTICLE VIII – PROGRAM INCOME

Pursuant to any service that utilized CDBG funding, any funds derived from said service as a result of the activities carried out by the Sub-recipient shall be considered program income and shall be returned or retained by the sub-recipient pending city approval for activities pursuant to and for the duration of this Agreement and in a manner consistent with the requirements set fourth in 24 CFR 570.504. The sub-recipient agrees that any amounts that may be refunded to the city shall be reported monthly.

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 negligent 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. *In General.* 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 scope of work under the Agreement. If the Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, 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 applicable Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$500,000.

2. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, abuse and molestation 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 limits of liability of not less than $500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

4. Professional (Errors & Omission) Liability Insurance appropriate to the Subrecipients profession with limits of liability of not less than $1,000,000 per occurrence or claim / $2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subrecipient in this agreement. The policy shall be amended to include sub-Subrecipients and volunteers providing professional services on behalf of or at the direction of the Subrecipient. 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.

C. *Other Requirements.*

1. 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 Subrecipients obligations and/or Scope of Work.

2. Additional Insured Status: The Subrecipient and all sub-Subrecipients (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 are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Subrecipients 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). Subrecipient shall require and verify that all sub-Subrecipients maintain insurance and coverage limits meeting all the requirements stated herein. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans / FMC as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112. The Additional Insured box hall be marked "Y" or Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

3. Primary Coverage: For any claims related to this agreement, the Subrecipients 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 Subrecipients coverage.

4. 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.

5. 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.

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

7. 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.

8. Notice: The Subrecipient will provide The City of New Orleans/ FMC (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.

9. Miscellaneous: Without notice from the City, the Subrecipient will: Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement; 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.

10. Special Risks or Circumstances: The City of New Orleans/FMC 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 - 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. *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 XII - 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(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 XIII- 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 XIV - 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**:

Joseph W. Threat, Sr.

Manager, Project Delivery Unit

1300 Perdido Street

New Orleans LA

&

City Attorney

City of New Orleans

1300 Perdido Street, Suite 5E03

New Orleans, LA 70112

2. **To the Subrecipient**:

Brenda M. Breaux, Executive Director New Orleans Redevelopment Authority

1409 Oretha Castle Haley Blvd.

New Orleans, LA 70113

And

Legal Department

New Orleans Redevelopment Authority

1409 Oretha Castle Haley Blvd.

New Orleans, LA 70113

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 XV – INCOPORATED DOCUMENTS

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

1. Schedule of Work, Exhibit A,
2. Performance Metrics, Exhibit B,
3. Budget, Exhibit C, and
4. HUD Provisions, Exhibit D

B. ***Direct Conflict.*** If any Exhibit directly conflicts, in whole or in part, with this Agreement, the terms and conditions of the Exhibit 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 XVI - 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 including the Amended CEA (K17-1378) entered into by the Parties effective February 1, 2017, which shall be terminated for convenience upon execution 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.

R. ***Special Conditions for HUD NDR Contracts.*** The "HUD NDR Compliance Provisions for Direct Grantee – Subrecipient Agreement and Professional Services Contracts," attached as **Exhibit D** to this Agreement, are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement or any incorporated documents, to the contrary, upon the City's notice to the Subrecipient that the City intends to seek reimbursement from the NDR Program in connection with the work to be performed under this Agreement.

S. ***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.

T. ***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.

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

ARTICLE XVII - 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.

[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

____

LATOYA CANTRELL, MAYOR

Executed on this 5th **of** April**, 2021.**

FORM AND LEGALITY APPROVED:

Law Department

By: ______________________________

Printed Name: Travlaus Clark

NEW ORLEANS REDEVELOPMENT AUTHORITY

BY: ______________________________

BRENDA M. BREAUX, EXEUTIVE DIRECTOR

____

FEDERAL TAX I.D.

[EXHIBITS A - D CONTAINED ON FOLLOWING PAGES]

NEW ORLEANS
REDEVELOPMENT
AUTHORITY

Community Adaptation Program Schedule of Completed Projects by Quarter				
2019				
Q1	Q2	Q3	Q4	**Total**
0	0	5	12	**17**
2020				
Q1	Q2	Q3	Q4	**Total**
17	15	16	15	**63**
2021				
Q1	Q2	Q3	Q4	**Total**
15	15	15	15	**60**
Program Total				140

EXHIBIT B

Stormwater NORA NDR Project-Specific Performance Metrics

The following information will be provided to the City by the 10th working day of the following month of each quarter.

1. **Participants**: Number of pre-applications submitted during the last quarter (regardless of eligibility) Number of grant agreements signed. Number of maintenance agreements signed. Number of NTP's issued. Number of green infrastructure projects installed. .
2. **Survey Respondents:** Number of survey's performed during quarter. Percentage of survey respondents with an increased understanding of flood risks and water management issues.
3. **Water Storage**: # of cubic feet of stormwater storage added during previous quarter.
4. **Tree Count:** number of trees added to properties in CAP during the previous quarter.
5. **Beneficiaries:** Number of low- and moderate-income (LMI) households who receive completed green infrastructure improvements with household incomes up to 50% AMI and 80% AMI. Each income categories shall be provided as separate beneficiary categories. , Number of single family units, number of housing units, number of properties benefiting from this program. Each household member's race, ethnicity and female headed households

6. Outreach Activities:

Category	Tactic(s)	Measurable Goal(s)	Approach
Social Media	• Twitter • Facebook • Instagram • Nextdoor • Wordpress	# of original posts/month:	✓Highlight: o Engagement activities o Project milestones o Specific educational resources o Gentilly-specific resources Encourage partners to post/tag using #resilientgentilly
Media/Press	Traditional print and digital media outlets	• # of local stories covering GRD/year: # of national/international stories covering GRD/year:	✓Pitch stories to include overall GRD program in advance of: o Project milestones o Engagement activities o Gentilly events ✓Work with media partners on long-term series Secure press at key events
District-wide informational meetings	• Public meetings • Targeted Listening Sessions • Neighborhood association meetings	• # of public events/year: • # of people attending public events/year: # of targeted stakeholder events/year:	✓Use traditional and creative tactics to promote attendance Identify key stakeholder groups

Creative tactics for building knowledge and excitement	• Citizen Science Outreach • Storytelling • Tours • Pop-up education • Events and Festivals • Volunteer Activities Etc.	• # of large-scale events (>50 people)/year: # of small-scale activities/year:	✓Leverage partnerships ✓Get out of the office ✓Be creative Show up

NEW ORLEANS REDEVELOPMENT AUTHORITY
FY 2017-22 CDBG-NDR OPERATING BUDGET

OPERATIONS	FY 2017 - 22 CEA Budget	Approved Budget Adjustments	Amount Reimbursed	Budget Balance
Administrative Personnel Salaries & Indirect Costs	$295,000.00	$295,000.00	$257,397.80	$37,602.20
Program Delivery Salaries & Indirect Costs, Rent, Utilities, Other Admin (Supplies, Postage/Printing, Communication, etc)	$511,575.00	$517,500.00	$268,946.63	$248,553.37
Environmental Reviews	$85,925.00	$50,000.00	$8,853.75	$41,146.25
Professional Services	$7,500.00	$37,500.00	$0.00	$37,500.00
TOTAL OPERATIONS COST	**$900,000.00**	**$900,000.00**	**$535,198.18**	**$364,801.82**
IMPROVEMENTS				
Project Investments (Community Adaptation Project)	$5,000,000.00	$5,000,000.00	$1,900,397.39	$3,099,602.61
TOTAL COST FOR IMPROVEMENTS	**$5,000,000.00**	**$5,000,000.00**	**$1,900,397.39**	**$3,099,602.61**
TOTAL	**$5,900,000.00**	**$5,900,000.00**	**$2,435,595.57**	**$3,464,404.43**