K21-773

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY
Governor's Office of Homeland Security and Emergency Preparedness ("GOHSEP") or ("State")

AND

CONTRACTOR NAME
City of New Orleans ("LGU") or ("Contractor")

CONTRACT NUMBER *(ISIS/LAGOV)*
-

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☐ SOCIAL SERVICES ☐
PERSONAL SERVICES ☐ AGENCY ☐ GOVERNMENTAL ☒ COOPERATIVE ENDEAVOR ☐

CONTRACTOR NAME (Legal Name if Corp.)
City of New Orleans

CONTRACTOR FEDERAL TAX ID #
72-6000969

CONTRACTOR DUNS #
008205338

STATE LDR #
Enter Contractor State LDR Number

STREET ADDRESS
1300 Perdido Street, 10th Floor

TELEPHONE NUMBER
(504) 658-4272

CITY New Orleans **STATE** LA **ZIP CODE** 70122

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED
Contractor will administer Emergency Rental Assistance Program (ERAP) benefits provided under Section 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) to provide funding assistance for households that are unable to pay rent and utilities due to the COVID-19 pandemic. Contractor has a direct allocation of ERAP funds from the U.S. Treasury as a qualified Local Government Unit (LGU), is administering its own ERAP program, and shall utilize the funds made available under this Agreement in concert with its own LGU ERAP fund allocation.

ERAP Funding is for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing, housing stability services, including case management and other services intended to keep households stably housed. The State's policies and procedures, as may hereafter be amended, establish eligible categories, limits and processes for awarding and distributing ERAP benefits.

Appendix B, Scope of Services provides specific details.

BEGIN DATE
February 3, 2021

END DATE
September 30, 2022

MAXIMUM CONTRACT AMOUNT
$14,076,444.76

MULTI-YEAR CONTRACT BREAKDOWN
N/A

TERMS OF PAYMENT – If progress and/or completion of services are provided to the satisfaction of the Division of Administration (DOA) and GOHSEP, payments are to be made as follows:

GOHSEP will make every attempt to reimburse CONTRACTOR within 14 days of receipt of an acceptable draw request and supporting documentation.

Draw requests for administrative expenses and case management services shall be submitted separately from draw requests for benefits to be paid to program applicants.

Draw requests shall be submitted to: OCDFinance@la.gov.

Each draw request shall be submitted with an invoice number, and all electronic data and supporting documentation shall be transmitted to the state through a data transmission processes provided by the state for that purpose.

Supporting documentation for administrative services and case management services includes, but is not limited to. the following:

> Invoices shall be submitted on a monthly basis using a standard invoice format. LGU costs should be supported by detailing hours charged by pay period, salaries and related benefits, overhead costs supported by invoices. Indirect costs should be in accordance with a GOHSEP approved cost allocation plan or Federally approved Indirect Cost Rate. Copies of any vendor contracts or subrecipient agreements should be submitted to support rates included on contractor/subrecipient invoices. Invoices that include other direct charges (ODC) shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual costs of the ODC. Contractor shall not attach any fee or "mark-up" to any ODC.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of services actually performed.

Draw requests for administrative services and case management services may not be submitted more than twice per month.

Supporting documentation for benefits to be paid to program applicants includes, but is not limited to, the following:

> Completion of the LGU System Fields and Data file as provided by the Louisiana Housing Corporation, and submission of back up documentation, with correct naming convention and formatted as PDF supporting the information included in the data fields.

Draw request for applicant benefits shall be on a weekly basis, on each Monday.

Any review and approval of any draw request conducted by any state agency or its contractor(s) is solely for the benefit of the state. Notwithstanding payment under this section, Contractor shall remain at all times responsible for the administration and expenditure of the funds under this Agreement.

As of the effective date of this Agreement, as directed by the U.S. Treasury, the deadline for availability of funds under the ERAP program is September 30, 2022. Contractor is solely responsible for submitting all draw requests in a timely manner to provide for approval and payment of draw requests by September 30, 2022, but in no event later than **August 1, 2022.**

See Appendix C - Budget for additional details.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:
Assistant Deputy Director, Grants and Administration.

Taxes
If applicable, before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

Termination for Cause
Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

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

Remedies for Default
Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S. 39:1672.2 - 1672.4.

Governing Law
This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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

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

Contractor's Cooperation
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

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

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

Right to Audit
Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the closeout of the grant from the U.S. Treasury to the state. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Fiscal Funding
The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Non-Discrimination
Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

Continuing Obligation
Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

Eligibility Status
Contractor, and each tier of Subcontractors, shall certify that neither it nor its subcontractors are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as implemented set forth in 31 CFR Part 19.

Prohibition of Discriminatory Boycotts of Israel
In accordance with La. R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this Contract, refrain from a boycott of Israel. The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

Federal Funds
The U.S. Department of The Treasury Emergency Rental Assistance is providing funding for this Contract. As such, the Contractor shall be required to comply with those requirements set forth in Appendix A, where applicable.

Contract Approval
This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La. R.S.39:1595.1.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

Print Name:________________________

GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS:

By: ________________________
Signature

Print Name

Title

WITNESSES SIGNATURES:

Print Name: Gloria Smith

CITY OF NEW ORLEANS:

By: ________________________
Signature

La Toya Cantrell
Print Name

Mayor
Title

504. 658. 4900
Telephone Number

FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans

APPENDIX A

U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE
Terms and Conditions

1. Use of Funds. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").

2. Repayment and reallocation of funds.
    a. The funds provided under this Agreement are subject to repayment and reallocation as may be directed by Treasury pursuant to Section 501(d). CONTRACTOR agrees to repay funds to GOHSEP in the amount as may be determined by Treasury. Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
    b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.

3. Availability of funds

    a. CONTRACTOR acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through September 30, 2022, unless in the case of reallocation made by the Treasury pursuant to section 501(d), GOHSEP requests and receives an extension from Treasury.

    b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.

    c. In the event that funds under this Agreement are directed by Treasury to be repaid by GOHSEP to Treasury, Contractor shall repay such funds to GOHSEP.

4. Administrative costs.
    a. CONTRACTOR may use funds provided to the CONTRACTOR to cover both direct and indirect costs. Indirect Costs must be invoiced pursuant to a GOHSEP approved cost allocation plan or federally approved indirect cost allocation plan.
    b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 9 percent of the total award.

5. Reporting.
    a. CONTRACTOR agrees to comply with any reporting obligations established by the State and Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). CONTRACTOR acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

    b. CONTRACTOR agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

    a. CONTRACTOR shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
    b. GOHSEP, the Louisiana Housing Corporation, the Louisiana Office of Community Development, and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of CONTRACTOR in order to conduct audits or other investigations.
    c. Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by CONTRACTOR.

8. Compliance with Applicable Law and Regulations.
   a. Contractor agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance in any agreements it enters into with other parties relating to this award.
   b. Federal regulations applicable to this award include, without limitation, the following:
      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than 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.
      ii. Universal Identifier 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.
      iii. 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.
      iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a 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 implementing regulation at 31 C.F.R. Part 19.
      v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

   c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
      i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
      ii. 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;
      iii. 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;
      iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
      v. 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.

9. False Statements. CONTRACTOR understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Governor's Office of Homeland Security and Emergency Preparedness by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.
    a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by CONTRACTOR as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
    b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is

more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
    b. The acceptance of this award by CONTRACTOR does not in any way constitute an agency relationship between the United States and CONTRACTOR.

13. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; and/or
        vii. A management official or other employee of CONTRACTOR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
    c. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), CONTRACTOR 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.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, CONTRACTOR should encourage its employees, CONTRACTOR's, and contractors to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

Appendix B

Intergovernmental Agreement
Governor's Office of Homeland Security and Emergency Preparedness
and
City of New Orleans

Scope of Services

1.0 Public Purpose of Agreement

The purpose of this agreement is the delivery of financial assistance allowed under the U.S. Treasury Emergency Rental Assistance Program (ERAP) to eligible applicants within the Contractor's jurisdiction. The State of Louisiana, working through the concerted efforts of GOHSEP, the Division of Administration and Louisiana Housing Corporation, is providing ERAP benefits to eligible applicants either directly or by providing a sub-grant of funds to local governmental units (LGUs) that received direct allocations of ERAP funds from the U.S. Treasury.

Contractor and the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), for the consideration hereinafter named, agreed as follows:

2.0 Goal and Objectives

2.1. Goal
The goal of this Contract is to promptly provide ERAP benefits to eligible applicants located within jurisdiction of the Contractor.

2.2. Objectives
To meet this goal, the objectives are to coordinate the delivery of Treasury ERAP benefits from funds allocated to the state by allocating to Contractor additional funds provided through this Agreement.

3.0 Scope of Work or Deliverables

Contractor shall administer the ERAP funds provided under this Agreement in compliance with laws and regulations applicable to the U.S. Treasury ERAP program, guidance issued by the U.S. Treasury, the terms of this Agreement, and policies and procedures established and guidance issued by the Division of Administration.

It is understood that the Contractor may submit draw requests for applicants to which Contractor has already issued its own ERAP funds, so that Contractor' ERAP funds may be replenished and utilized for additional eligible costs prior to exhausting all of its ERAP direct allocation as a qualified LGU. Contractor's use of its ERAP funds in advance of the approval of a draw request under this Agreement does not obligate the GOHSEP to issue payment under this Agreement.

4.0 Agreement Monitoring Plan

Parties will adhere to the following monitoring plan:

4.1. GOHSEP Contract Monitor

On behalf of the GOHSEP, the Division of Administration (DOA) shall be designated as the GOHSEP Contract Monitor. Desireé Honoré Thomas, Assistant Commissioner of Administration, or designee will serve as the initial DOA Contract Monitor. DOA reserves the right to replace the PM at its discretion.

Responsibilities of GOHSEP's Contract Monitor
4.1.1. Monitors performance of the contract
4.1.2. Oversight and direction of the activities of the Contractor
4.1.3. Serve as the principal point of contact for GOHSEP concerning the Contractor and Contractor's performance under this contract

4.2. Contractor's Project Manager
Marjorianna Willman, Director of Office of Housing Policy and Community Development or his/her successor will serve as the Contractor's PM. Contractor reserves the right to replace the PM at its discretion.

4.3. Responsibilities of Contractor's Project Manager

4.3.1. Contractor's PM shall continue to be responsible for the management, supervision and performance of Contractor's personnel.

4.3.2. Will be the primary point of contact for GOHSEP PM and CM to contact and coordinate efforts.

4.4. Contractor agrees:

Contractor shall cooperate at all times with GOHSEP contract monitor and project manager as the parties accountable for all the funds of this project.

Contractor agrees to meet all program and administrative requirements as dictated by the applicable state and federal laws, regulations and policies and by any other requirements deemed necessary by GOHSEP, which have been made available to the contractor for review prior to acceptance to carry out the intent of this Agreement.

5.0 Performance Measures

The performance of the contract will be measured by the GOHSEP Contract Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

5.1. Submission of accurate and complete draw requests for applicant benefits on a timely basis and in the form requested by the state as provided in this Agreement.

5.2. Providing timely, accurate and complete reporting as required under the ERAP laws, regulations, policy, procedures and guidance.

5.3. Submission of accurate and complete draw requests for administrative and case management services on a timely basis as provide in this Agreement.

6.0 Notices:

Notices or communication required to be sent or which may be sent by either party to the other will be sent as follows, unless a specific section requires or states otherwise:

6.1. If to City of New Orleans:

Marjorianna Willman, Director
Office of Housing Policy and Community Development
1300 Perdido Street, 10th Floor
New Orleans, LA 70112
Marjorianna.willmann@nola.gov
(504) 658-4272

6.2. If to GOHSEP:

James B. Waskom, Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, LA 70806
James.Waskom@la.gov
(225) 925-7500

Appendix C

Intergovernmental Agreement
Governor's Office of Homeland Security and Emergency Preparedness
and
City of New Orleans

Budget

Budget Category	Amount
Rental Assistance	$12,796,767.97
Administration	$1,279,676.79
TOTAL	**$14,076,444.76**

The above budget categories apply in aggregate to the Contractor and any sub-grantee.

Travel must be in compliance with Louisiana Division of Administration Policy and Procedure Memorandum 49.

An Operating Expense is an expense a business incurs through its normal business operations including rent, equipment, and insurance.

Procurement of any third party services must be in compliance with 2 CFR 200.

The Parties may agree, in writing, to a revision of the budget; provided however that in no case shall any such revisions exceed the total amount under the Agreement.