K23-708

SUBRECIPIENT AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

START CORPORATION, INC.

CDBG CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

FOR

SECURITY SERVICES AT LOW BARRIER SHELTER

CD-CV10(23) / UEI# XVN8RDTTL8Z4

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is made and entered into by and between the City of New Orleans, herein represented by LaToya Cantrell, Mayor (the "**City**"), and Start Corporation, represented by Casey Guidry, its Executive Director (the "**Subrecipient**") to accomplish the Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CARES) Act (CV) project entitled, "CDBG-CV, City's Low Barrier Shelter Program," Project Number CD-CV10(23). The City and the Subrecipient are sometimes each referred to as a "**Party**," and collectively referred to as the "**Parties**." The Agreement shall be effective May 1, 2023 (the "**Effective Date**").

RECITALS

WHEREAS, the City has received approval of Community Development Block Grant Coronavirus, Aid, Relief, and Economic Security (CARES Act) (Pub. L. 116-136) funds from the U. S. Department of Housing and Urban Development (HUD) appropriations 2020 (Pub. L. 116-94) and fiscal year 2019 grants under HUD Appropriation Act 2019 (Pub. L. 116-6) to prevent, prepare for, and respond to the coronavirus known as COVID-19. Pursuant to the authority of Title I of the Housing and Community Development Act of 1974 (the "ACT"), as amended (42 USC 5301 et seq.), to develop viable urban communities including decent housing and suitable living environments and expanding economic opportunities, principally for persons of low- and moderate income;

WHEREAS, in accordance with **24 CFR 570.201(e)**, which provide for public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health care, drug abuse, education programs, fair housing counseling, energy conservation counseling, and services for homeless individuals;

WHEREAS, this project is considered an exempt activity as per Section 58 of the Environmental Review Procedure for Title I Community Development Block Grant effective May 19, 1982 under Title 24 Part 58 of the Code of Federal Regulations;

WHEREAS, the City desires to meet the HUD National Objective of benefiting principally low- and moderate-income persons (limited clientele) as indicated in the federal regulations **24 CFR 570.208(a) (2)** through the funding of this project;

WHEREAS, the City desires to engage the Subrecipient to provide **security services** to program participants;

WHEREAS, the Subrecipient has the expertise to provide such activities to individuals of low- and moderate-income individuals.

NOW, THEREFORE, the City and the Subrecipient for the considerations and under the conditions set forth do hereby 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 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): **B22MC220006**

CFDA Number and Name: **14.218 Community Development Block Grants (CARES) Act**

Federal award project description: **Security Service**

Subrecipient's unique entity identifier: **XVN8RDTTL8Z4**

Total Amount of the Federal Award Committed to the Subrecipient and obligated by this agreement by the Grantee: **$800,000.00**

Indirect cost rate applicable to the Subaward to the Subrecipient: N/A

ARTICLE II – THE SUBRECIPIENT OBLIGATIONS

A. The Subrecipient agrees to:

1. Attend mandatory meetings sponsored by Office of Community Development ("**OCD**"), other City departments, and HUD.

2. Provide the services and activities specified in the **Contract Analysis Document and Project Description and Reporting Document (CAD) for CDBG-CV Public Service Projects** designated as *Attachment I*, which is attached hereto and made part of this Agreement.

3. Provide professional security services 24 hours a day, 7 days a week for the city's low barrier shelter.

B. Location of Program Activities. The administrative office of this program is located at 701 Loyola, Suite 106, New Orleans, LA 70130. The project is located at 1530 Gravier Street, 3rd floor, New Orleans, LA 70112.

C. *Key Personnel.* The Subrecipient identifies the following key personnel to provide the services:

1. **Project Administration and Operations:**
   a. Casey Guidry, Executive Director

2. **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.

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

E. ***Compliance with CDBG Regulations and HUD Notices.*** The Subrecipient, as well as any of its sub-Sub-recipients, 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. **Other Program Requirements.** Comply with other program requirements 24 CFR §570.600 - 570.615 inclusive, except §570.604.

5. **Notices.** Comply with all applicable Notices and directives promulgated by the U.S. Department of Housing and Urban Development.

F. *Reversion of Assets.* Upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG 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.)

G. ***Invoices.*** [Intentionally deleted. See Budget & Cost Control Statements.]

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

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

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

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

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

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

6. Take other remedies that may be legally available.

ARTICLE III – THE CITY'S OBLIGATIONS

A. The City agrees to:

1. Provide funds for the program activities.
2. Process all payment requests expeditiously.
3. Provide staff for technical assistance and programmatic support.

ARTICLE IV - COMPENSATION

A. ***Grant Amount.*** The City agrees to pay the Subrecipient up to the maximum amount of Eight Hundred Thousand Dollars Even ($800,000.00) for services provided in conjunction with this Agreement, as per the attached "**Budget & Cost Control Statement**," designated as *Attachment II*, which are attached hereto and made part of this Agreement. The City will provide advances to the Subrecipient to cover costs of this program. The Subrecipient will submit the Budget and Cost Control Statement on a monthly basis for the approved costs that were expenses for that month.

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

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

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

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

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

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

ARTICLE V - DURATION AND TERMINATION

A. ***Term.*** The term of this Agreement shall be for one year, May 1, 2023 through April 30, 2024.

B. ***Extension.*** The City shall have the option to extend the term of this Agreement by giving written notification to the Subrecipient stating such intentions at least 30 days prior to the termination of the Agreement.

C. *Termination for Convenience*. The City may terminate this Agreement by giving the Subrecipient written notice of said intention to terminate at least 30 days before the date of termination, except as otherwise provided in Part II, General Terms and Conditions which is attached hereto and made a part of this Agreement.

D. *Termination for Cause*. The City may terminate this Agreement in whole or in part at any time if the Subrecipient fails to fulfill its obligation under this Agreement: Provided, the Subrecipient is given written notice stating the cause and effective date of termination at least 5 days before the effective date of termination. In such event, all finished or unfinished documents, data studies, and reports prepared by the Subrecipient under this Agreement shall, at the option of the City, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Subrecipient and the City may withhold any payments to the Subrecipient, for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

E. *Termination or Reduction Due to Lack of Funding*. It is further understood that funds provided for under the terms of this Agreement are subject to all regulations of HUD, and as such, the City reserves the right to terminate or reduce the funding level of this project if, for any reason the United States of America, whatsoever, HUD, or any related Federal Agency withdraws or reduces the funding level committed to the City under the Program.

ARTICLE VI - MAINTENANCE AND MONITORING OF RECORDS

A. *Maintenance of Records*. The Subrecipient agrees to maintain all records of all expenditures of CDBG funds provided to it by the City in accordance with §570.506 for **five years** from the official date of the closeout of the grant. 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 projects, and the expenditure of CDBG funds, itemized for each CDBG-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 funds. The Subrecipient hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records relating to CDBG-funded projects implemented by the Subrecipient, and hereby agrees to assist the City in reviewing projects undertaken by the Subrecipient with CDBG funds. 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 - REPORTING REQUIREMENTS

A. *Weekly/Monthly Reporting Requirement*. The Subrecipient agrees to provide OCD Neighborhood Services & Facilities, 1340 Poydras Street, 10th Floor, New Orleans, Louisiana in lieu of a monthly report, a weekly report for each week in the month, one copy of the information described and attached to the **Monthly Reporting Requirements**, as may be amended, designated as *Attachment IV*, which is attached hereto and made part of this Agreement. The Subrecipient further agrees to provide the OCD Fiscal Unit, 1340 Poydras Street, 10th Floor, New Orleans, Louisiana in lieu of a monthly report, a weekly report for each week in the month, on the 10th working day of each month.

ARTICLE VIII - MONITORING OF SUBRECIPIENT PERFORMANCE

A. ***Monitoring.*** The City shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 30 days after being notified by the City, the City may impose additional conditions on the Subrecipient and its use of CDBG 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 progress and financial reports to the City, as detailed throughout this Agreement.

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. 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 IX – COMPLIANCE AND FINANCIAL MANAGEMENT TERMS AND CONDITIONS

The Subrecipient agrees to comply with the provisions in the documents entitled "**Part II, the General Terms and Conditions,**" designated as *Attachment V*, and "**Part III, Terms and Conditions, Accounting and Financial Management Procedures,**" designated as *Attachment VI*, which are attached hereto and made part of this Agreement.

ARTICLE X – STATEMENT OF ELIGIBILITY

The **"Statement of Eligibility"** for this project, designated as *Attachment VII* is attached hereto and made part of this Agreement.

ARTICLE XI – COMPLIANCE REPORTING REQUIREMENTS

The Subrecipient agrees to provide to OCD, 1340 Poydras Street, New Orleans, LA 70112- information described and requested in the document entitled **"Compliance Reports Submission,"** designated as *Attachment X* is attached hereto and made part of the Agreement.

ARTICLE XII - PROGRAM INCOME

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

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

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

D. ***Program Income to be Maintained Separately.*** All program income shall be placed in an interest-bearing account and shall be deposited as per Section 14 - Insurance on Deposit, Part III, Terms and Conditions of *Attachment VI*. All program income shall be maintained separately and expended first by the Subrecipient before additional funds are requested from the City, except for an amount as determined by the City to be necessary to maintain the bank account. Once program income has been expended, additional funds may be requested from the City to cover the reimbursable cost for the month. Program income on hand at the time this Agreement expires shall continue to be subject to the eligibility requirements and provisions of this Agreement until expended or returned to the City.

ARTICLE XIII – HUD COMPLIANCE PROVISIONS

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

ARTICLE XIV - AUDIT COMPLIANCE

A. ***Organizations Expending at least $750,000.*** Organizations that expend $750,000 or more of federal funds in the organization's fiscal year are required to conduct an organizational wide audit in accordance with 2 CFR 200.501. The City shall, at the request of the Subrecipient, reimburse the Subrecipient for its eligible portion of the audit cost, provided the Subrecipient satisfies the audit requirements of the City.

B. ***Organizations Expending under $750,000.*** Organizations who expend less than $750,000 in federal funds are required to have an audit performed on those funds provided through the City of New Orleans at the discretion of the City. The City may in this case, engage an audit firm to perform the audit on the awarded grant(s) and may pay the audit firm for the cost of services rendered.

ARTICLE XV – 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 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 and sub-Subrecipients to comply with those provisions.

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

SECTION XVI - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Subrecipient certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declare ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency. Further the Subrecipient agrees to comply with the provisions of Federal Executive Orders 12549 and 12689 regarding debarment and suspension.

ARTICLE XVII - ANTI-LOBBYING

The Subrecipient certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Further the Subrecipient agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

ARTICLE XVIII - CLEAN AIR AND WATER ACTS

Where applicable, the Subrecipient will comply with all the requirements of the Clean Air Act (42 U.S.C. 7401) and Federal Water Pollution Control Act (33 U.S.C. 1251) certifying that no facility to be utilized in the performance of the contract is listed on the List of Violating Facilities issued by the Environmental Protection Agency. The Subrecipient will promptly notify the City of any notification received from the Director, Office of Federal Activities, and EPA indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

ARTICLE XIX - DRUG-FREE WORKPLACE ACT

The Subrecipient agrees to comply with the provisions of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and certifies that it will provide a drug-free workplace. The Subrecipient further certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

ARTICLE XX - FAIR HOUSING ACT

The Subrecipient certifies that it will affirmatively further fair housing by analyzing and eliminating housing discrimination in its programs, by promoting fair housing that is accessible to and usable by persons with disabilities and fostering compliance with the nondiscrimination provisions of the Fair Housing Act (42 U.S.C. 3601).

ARTICLE XXI - LIVING WAGES

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

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

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

2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and

3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

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

a. $15.00 per hour for any work performed on or before December 31, 2023; and

b. $15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

C. ***Adjusted Living Wage.*** In accordance with Section 70-806(2) of the City Code, the Subrecipient acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

D. ***Subcontract Requirements.*** As required by Section 70-804 of the City Code, the Subrecipient, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subSubrecipients in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (**"Article"**). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subSubrecipients.

E. ***Reporting.*** On or before January 31st and upon request by the City, the Subrecipient shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the thenprevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

F. ***Compliance Monitoring***. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Subrecipient will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Subrecipient agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Subrecipient, payroll records and employee paychecks; and (ii) that the City may audit such records of the Subrecipient as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

G. ***Remedies***. If the Subrecipient fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE XXII – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM

[Intentionally omitted.]

ARTICLE XXIII – 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 XXIX - 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:
City of New Orleans
Office of Community Development
1340 Poydras Street 10th Floor
New Orleans, LA 70122

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

2. To the Subrecipient:
Start Corporation, Inc.
Casey Guidry
701 Loyola Avenue, Suite 600
New Orleans, LA 70112

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

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

ARTICLE XXIV - INDEMNITY

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

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

C. ***Independent Duty***. The Subrecipient has an immediate and independent obligation to defend the City, 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 XXV – 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.

B. ***Types of Coverage***. 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.

C. ***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. Crime Insurance shall be required with limits on not less than the sum of all funds allocated by the City of New Orleans under this Agreement. Coverages shall include but not limited to Employee Dishonesty, Forgery or Alteration, Computer Crime/Fraud and Employee Theft.

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 independent 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.

5. The minimum insurance requirements shall not limit the liability of the Subrecipient in any action for damages against said Subrecipient for an amount above the required insurance.

D. ***Additional provisions.***

1. Additional Insured Status: The Subrecipient and all SubSubrecipients (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 SubSubrecipients 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 Risk Manager 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.

2. 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.

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

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

5. Notice of Cancellation: Each insurance policy 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.

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

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

- **a.** Copies of all policies of insurance, including all policies, forms, and endorsements:

8. Miscellaneous: Without notice from the City, the Subrecipient will:

- **a.** Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- **b.** 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.

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

ARTICLE XXVI – INCORPORATED DOCUMENTS

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

1. Contract Analysis Document and Project Description and Reporting Document (CAD) for CDBG Public Service Projects, Attachment I,
2. Budget & Cost Control Statement, Attachment II
3. OCD Fiscal Unit Policies and Procedures, Attachment III
4. Monthly Reporting Requirements, Attachment IV,
5. Part II, the General Terms and Conditions, Attachment V,
6. Part III, Terms and Conditions, Accounting and Financial Management Procedures, Attachment VI,
7. Statement of Eligibility, Attachment VII,
8. Compliance Reports Submission, Attachment VIII,
9. Program Income Form, Attachment, IX, and
10. HUD Compliance Provisions for Sub-Recipients Agreements and Professional Services Contracts, Attachment X.

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

C. *Difference in Standard.* If any Attachment 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 shall prevail, unless the Parties mutually agree otherwise.

ARTICLE XXVII - 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. However, that claims for money due or to become due the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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, the 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 law's 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 thirty days to come into compliance. If, after providing notice and thirty 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 and 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.

J. ***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.

K. ***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.

L. ***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.

M. ***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.

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._ Upon final payment, 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") will be the exclusive property of City and the City will have 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 City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Subrecipient's consent and for no additional consideration to the Subrecipient.

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

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

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

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

V. ***Sub-Subrecipient Reporting***. The Subrecipient will provide a list of all natural or artificial persons who are retained by the Subrecipient at the time of the Agreement's execution and who are expected to perform work as sub- Subrecipients in connection with the Subrecipient's work for the City. For any sub- Subrecipients 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- Subrecipients. If the Subrecipient fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Subrecipient, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

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

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

Y. ***311 Integration***. The Subrecipient will provide work progress updates and other information as required by the City through the City's designated customer service system (**"NOLA 311"**) within 48 hours of any event. The Subrecipient is responsible for ensuring that it has the capabilities to use NOLA 311 as required by this paragraph and will not be entitled to any additional compensation for the performance of these requirements.

Z. ***Assistance to Those with Limited English Proficiency***. The Subrecipient agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.

ARTICLE XXVIII – ELECTRONIC SIGNATURE AND DELIVERY

The City and the Subrecipient agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission 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]

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto, through duly authorized representatives, have executed this Agreement to be effective as of the Effective Date.

CITY OF NEW ORLEANS

BY: ______________________________

LATOYA CANTRELL, MAYOR

Executed on this 9th **of** August**, 2023**

FORM AND LEGALITY APPROVED:

Law Department

By: ______________________________

Printed Name: ______________________________

START CORPORATION

BY: ______________________________

CASEY GUIDRY, EXECUTIVE DIRECTOR

____

FEDERAL TAX I.D. NO.

ACKNOWLEDGEMENT: RECEIPT OF CONTRACT ATTACHMENTS

The Subrecipient, Start Corporation, represented by Casey Guidry, its Executive Director, acknowledges electronic receipt of the following documents, which are incorporated into this Agreement:

Initial each item:

CKG Contract Analysis Document and Project Description and Reporting Document (CAD) for CDBG Public Service Projects, Attachment I,

CKG Budget & Cost Control Statement, Attachment II

CKG OCD Fiscal Unit Policies and Procedures, Attachment III

CKG Monthly Reporting Requirements, Attachment IV,

CKG Part II, the General Terms and Conditions, Attachment V,

CKG Part III, Terms and Conditions, Accounting and Financial Management

CKG Procedures, Attachment VI,

CKG Statement of Eligibility, Attachment VII,

CKG Compliance Reports Submission, Attachment VIII,

CKG Program Income Form, Attachment, IX, and

CKG HUD Compliance Provisions for Sub-Recipients Agreements and Professional Services Contracts, Attachment X.

BY: ______________________
CASEY GUIDRY, EXECUTIVE DIRECTOR

Date: 8-7-23