

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

ARTS COUNCIL OF NEW ORLEANS

2020 COMMUNITY ARTS GRANTS PROGRAM

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Arts Council of New Orleans, represented by Alphonse Smith, Executive Director (the “**Contractor**” or the “**Arts Council**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” The Agreement is effective as of January 1, 2020 (the “**Effective Date**”).

RECITALS

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

WHEREAS, the Contractor is a non-profit corporation, which principal address is located at 1307 Oretha Castle Haley Boulevard, #100, New Orleans, LA 70113;

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

WHEREAS, the City and the Contractor desire to accomplish a valuable public purpose of supporting the arts in the City of New Orleans through the Community Arts Grants program;

WHEREAS, the Contractor will administer the Community Arts Grants program; and

WHEREAS, the City will provide funding for the Community Arts Grants program.

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

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

A. Services. The Contractor shall:

1. Provide the services as detailed in Scope of Services, attached hereto as Exhibit “A” and made a part hereof.

ARTICLE II - THE CITY'S OBLIGATIONS

A. Administration. The City shall:

1. Administer this Agreement through the Chief Administrative Office (the "Department");
2. Provide the Contractor with any documents deemed necessary for the Contractor's performance of any work required under this Agreement; and
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

ARTICLE III – FUNDING

A. Maximum Amount. The maximum amount funded by the City under this Agreement is \$500,000.

B. Obligations of the City. The City shall:

1. Provide funding for the Community Arts Grants program in the amount of \$500,000, of which no more than 17%, or \$87,120, may be used for administrative fees. The remaining funds, which shall total at least 83%, or \$412,880, shall be used for re-grants as set forth in Exhibit A hereto.
2. Provide funding for the Community Arts Grants program in two payments, the first which shall total \$412,880 and shall be disbursed after April 1, 2020, and the second of which shall total \$87,120 and shall be disbursed after July 1, 2020.

ARTICLE IV - DURATION AND TERMINATION

A. Term. The term of this agreement shall be for 1 year from the Effective Date through December 31, 2020.

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

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

ARTICLE V - INDEMNITY

A. To the fullest extent permitted by law, the Contractor 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 any and all 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 Contractor, 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 Contractor in connection with the performance of work under this Agreement.

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

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

D. Expenses. Notwithstanding any provision to the contrary, the Contractor 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 VI - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

a. Minimum Requirements:

i. Commercial General Liability (CGL). Including contractual liability insurance, products and completed operations, person injury, bodily injury, property damage, advertising injury, 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 for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

ii. Worker's Compensation. As required by the State of Louisiana, with Statutory Limits and Employer's Liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

iii. Crime Insurance. Contractor shall maintain overage to include but not limited to employee dishonesty, forgery or alteration, on premises. Computer crime/fraud with limits of not less than \$500,000.00 per loss.

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status. The Contractor 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 coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). 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.

- ii. Primary Coverage. For any claims related to this contract, **the Contractor’s insurance coverage shall be primary** insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non- contributing to the Contractor’s coverage.
- iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase “extended reporting” coverage for minimum of 5 years after the termination of this agreement
- iv. Waiver of Subrogation. **The Contractor 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 contract.
- v. Notice of Cancellation. Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to the City of no less than 60 days.**
- vi. 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.

B. The Contractor 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.: 2020 Community Arts Grants program CEA) within 10 calendar days of the Effective Date and at any other time at the City’s request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement;
- b. Copy of the fully executed Agreement;
- c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
- d. Statements disclosing any policy aggregate limit.

C. Without notice from the City, the Contractor 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; and
- c. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

ARTICLE VII - PERFORMANCE MEASURES

A. **Factors.** The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. **Failure to Perform.** If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor 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 contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII – LIVING WAGES

To the fullest extent permitted by law, the Contractor agrees to abide by City Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code (“Living Wage”). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City.

ARTICLE IX – HIRENOLA PROGRAM

The Contractor agrees to abide by City Code sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the Contractor fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

ARTICLE X - NON-DISCRIMINATION

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

B. Non-Discrimination. In the performance of this Agreement, the Contractor 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 Contractor in any of the Contractor'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 Contractor. The Contractor 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 Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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

ARTICLE XI - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

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

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

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

ARTICLE XII - 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:

Chief Administrative Officer
City of New Orleans
1300 Perdido Street, 9th Floor
New Orleans, LA 70112

&

Sunni J. LeBeouf, City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Contractor:

Alphonse Smith
Arts Council of New Orleans
1307 Oretha Castle Haley Blvd., #100
New Orleans, LA 70113

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

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

ARTICLE XIII - 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 Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. **Audit and Other Oversight.** The Contractor will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Contractor 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 Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

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

E. **Conflicting Employment.** To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor

will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

F. Compliance with the City's Hiring Requirements – Ban the Box. (i) The Contractor 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, Contractor 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. (ii) 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 Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. (iii) 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. (iv) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

G. 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 Contractor 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.

H. Convicted Felon Statement. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor 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.

I. Employee Verification. The Contractor 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 subcontractors to submit to the Contractor 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 Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor 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 Contractor 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 Contractor 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. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit "A" and Exhibit "B".

L. Jurisdiction. The Contractor 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 Contractor.

M. 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.

N. 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.

O. Non-Exclusivity. This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

P. Non-Solicitation Statement. The Contractor 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 Contractor 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.

Q. 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.

R. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; Exhibit "A", Exhibit "B".

S. Ownership Interest Disclosure. The Contractor will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor 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 Contractor fails to submit the required

affidavit, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

T. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by the Contractor 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 Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor 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 Contractor's consent and for no additional consideration to the Contractor.

U. 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 Contractor, 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 Contractor pursuant to this Agreement without regard to the Contractor's otherwise satisfactory performance of the Agreement.

V. 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.

W. 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.

X. 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.

Y. Subcontractor Reporting. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement

with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

Z. 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.

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

ARTICLE XIV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

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[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 30th of April, 2020.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

ARTS COUNCIL OF NEW ORLEANS

BY: 
ALPHONSE SMITH, EXECUTIVE DIRECTOR


FEDERAL TAX I.D.

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[EXHIBITS "A" AND "B" CONTAINED ON NEXT PAGES]

EXHIBIT A
SCOPE OF SERVICES

I. The Contractor agrees to:

1. Widely publicize the availability of monies offered by the City through the Community Arts Grants program;
2. Provide grant guidelines to prospective applicants at their request and make grant guidelines available at the Contractor's website;
3. Provide online application forms;
4. Hold grant workshops throughout the community for applicants;
5. Provide technical assistance to applicants;
6. Evaluate all applicants according to the established criteria and make preliminary funding recommendations;
7. Consider appeals submitted by applicants;
8. Develop final funding recommendations and submit them to the Mayor, Chief Administrative Officer and City Council providing statements as needed to explain recommendations;
9. Contract with applicants through Letter of Agreements and administer grant funds for sound fiscal management; Letter of Agreement for services shall bear the signature of the Executive Director or President of the Board or Director of the grantee;
10. Monitor and attend funded programs;
11. Review final reports including financial proof that grant funds were spent properly;
12. Maintain a database on grantees; and
13. Evaluate the allocation process and recommend changes needed for the next funding cycle.

II. Allocation of Grant Funds and Administrative Fees:

The total funds of \$500,000 were approved as part of the City of New Orleans' 2020 budget for the 2020 Community Arts Grants. Of the \$500,000 a total of \$412,880 will be used for re-grants and \$87,120 for the administrative fee. So that grant payments may be made in a timely manner, 83% of the total amount will be transferred in full to the Arts Council after March 1, 2020 and the final 17% will be disbursed by July 1, 2020 subject to standard, accepted

accounting procedures and the further conditions set forth below:

1. Funds for Community Arts Grants will be kept in a separate checking account and/or a purchased 30-day certificate of deposit ("CD"), or any other acceptable interest-bearing account or activity, and all interest accrued shall be applied to grant funds for the following calendar year.
2. To the extent allowable by law, if any regrant funds are unused, that amount will remain in the Arts Council's CAG account and may be used for regrants during the next funding year only after receiving the City's written consent. In 2020, a total of \$4,658 of returned funds will be regranted, as described more fully in Exhibit B below.
3. Grants: The Arts Council will issue payments to 58 grantees of year 2020 Community Arts Grants listed on Exhibit B attached.
4. As approved by the City of New Orleans' Director of Finance, payments to grantees will be made by direct deposit by the Arts Council into the bank accounts of grantees and the Arts Council's bank account for its administrative fee. Records of payments issued shall be available to the City.
5. Open books will be kept by the Arts Council and will be audited annually.

III. Administrative Fee:

Payment to the Arts Council of New Orleans for administrative services commencing January 1, 2020 through December 31, 2020 shall be \$87,120.

[END OF EXHIBIT A]

EXHIBIT B
ARTS COUNCIL OF NEW ORLEANS
2020 COMMUNITY ARTS GRANTS
Grant Activity Period: January 1 – December 31, 2020

The Community Arts Grants program provides critical support to non-profit arts and cultural organizations domiciled in Orleans Parish whose programs impact its residents and visitors. This grants program is made possible with funding from the City of New Orleans and is administered by the Arts Council New Orleans.

The \$417,538 in regrants detailed below for the year 2020 includes funds (i.e., \$4,658) already in the Arts Council's CAG account.

CATEGORY: NEW ORLEANS AS CULTURAL CAPITAL

826 New Orleans	\$5,500
To support 826 New Orleans' Workshop Program offering New Orleans students who struggle with literacy standards the opportunity to develop their writing skills outside their school classes by putting them into contact with literary professionals who demonstrate that writing can be a career choice and creative outlet.	

ArtSpot Productions, Inc.	\$5,500
To support the creation of original theatre to be perform locally and tour throughout the world and workshops as well as partnerships with artists and organizations who are committed to eliminating oppressions and creating a just and equitable nation and world.	

Ashé Cultural Arts Center (Efforts of Grace, Inc.)	\$15,000
To support Ashé Cultural Arts Center and its presentation and promotion of African American art and artists through a multi-disciplinary program that fosters partnerships and collaborations to unite community development, cultural appreciation, and artist support.	

Birdfoot Chamber Music Festival	\$3,000
To support an annual international chamber music festival that features innovative and dynamic music programs, concerts, and an intensive music education program for advanced local music students.	

Clay Center of New Orleans	\$2,500
To support the Clay Center's exhibition program showcasing contemporary ceramic artworks of local, national, and international artists, as well as a mini ceramic supply shop that provides a place in New Orleans where artists and the public can purchase clay and pottery plaster.	

Contemporary Arts Center	\$15,000
To support curated exhibitions, performances, and programs by local, regional, national, and international artists, as well as educational programs for youth.	

CATEGORY: NEW ORLEANS AS CULTURAL CAPITAL

Court 13 Arts **\$2,500**
To support an artist residency program, the Always for Pleasure Festival, a mentorship program for emerging filmmakers, workshops for adults and youth, multi-disciplinary live events, and film screenings.

Creative Alliance of New Orleans **\$2,500**
To support exhibitions showcasing under-represented artists, the ART HOME NEW ORLEANS SERIES bringing visitors and residents into artists' studios, and work to broaden public policies on the creative industries.

CubaNOLA Arts Collective **\$2,500**
To support arts programs that bring together the shared arts traditions of New Orleans, Louisiana, Cuba, the Caribbean, and Latin America through community exchanges that promote cultural wellness and equity.

Dancing Grounds **\$5,500**
To support high-quality accessible dance education and performance programs for youth and adults in all dance genres, programs that work at the intersection of arts, education, and social justice including Dancing Grounds' annual Dance for Social Change Festival.

Ellis Marsalis Center for Music **\$15,000**
To support Ellis Marsalis Center for Music's adult piano classes, education programs for children and youth, community performances and concerts, and audio recording services.

Friends of A Studio in the Woods **\$5,500**
To support science-inspired art education and a peaceful retreat for artists who are interested in tackling challenging issues with imagination, power, and resourcefulness.

Friends of WWOZ Inc. **\$15,000**
To support the non-profit community radio station, WWOZ, that broadcasts New Orleans jazz and heritage music 24 hours a day and streams live on WWOZ.org.

Goat in the Road Productions **\$3,000**
To support a performance ensemble dedicated to the production of original and invigorating new works of theatre and performance art, and an exemplary arts education program in area schools.

Guardians Institute **\$3,000**
To support the preservation, promotion, and celebration of indigenous Mardi Gras Indian traditions and culture through educational activities at schools and programs at the Donald Harrison, Sr. Museum and Legacy Performance Pavilion in the 9th Ward neighborhood of New Orleans.

CATEGORY: NEW ORLEANS AS CULTURAL CAPITAL

June Bug Productions Inc. **\$5,500**
To support high-quality performing arts that address issues of inequity that have historically impacted African Americans and to provide training for artists interested in using art to create social change.

KID smART **\$15,000**
To support work in local public elementary and middle schools in long-term, collaborative arts integrated teaching artist residencies in various art disciplines and to support a comprehensive array of arts integrated professional development programs for teachers and artists.

Le Petit Theatre du Vieux Carre **\$15,000**
To support a full theatrical season of contemporary and classic dramas, comedies, musicals, and children's productions, as well as master classes and special events at Le Petit Theatre in the French Quarter.

Louisiana Philharmonic Orchestra **\$15,000**
To support the LPO's season of orchestral presentations including classical concerts, free outdoor concerts, and educational programs for youth.

Lyrice Baroque **\$2,500**
To support chamber music concerts, an annual chamber music competition and festival, and an arts-integrated program for children presented in schools using music to foster resilient behaviors and facilitate social-emotional intelligence.

Make Music NOLA **\$5,500**
To support tuition-free music instruction on string instruments to underserved youth at charter schools and community centers in nine locations in New Orleans.

Marigny Opera House Foundation **\$5,500**
To support presentations of various local artists and companies in recitals, concerts, and theatrical performances, and productions by the Marigny Opera House Ballet Company to original live music written by local composers.

Musicians for Music **\$2,500**
To support *Ecos Latinos*, a monthly performance series featuring Hispanic musicians, poets, dancers, and visual artists, both local and international, at schools, libraries, and festivals in New Orleans.

New Orleans Airlift **\$15,000**
To support the creation of collaborative works of public art designed as musical architecture where innovative concerts, events, and educational programs take place involving performers, visual artists, audiences, and communities in New Orleans.

CATEGORY: NEW ORLEANS AS CULTURAL CAPITAL

New Orleans Arts & Cultural Host Committee **\$5,500**
To support the Louis Armstrong Jazz Camp that provides music education programs for New Orleans youth involving emerging, national, and internationally known artists as teachers and guest artists, as well as school-day and after-school jazz education classes to students in five New Orleans charter schools through the Louis Armstrong Jazz Academy.

New Orleans Ballet Association **\$15,000**
To support the cultivation, understanding, appreciation, and enjoyment of dance through presenting world-class dance companies and tuition-free educational programs reaching children, youth, and senior citizens.

New Orleans Chamber Orchestra **\$3,000**
To support high-quality orchestra concerts featuring works by New Orleans composers and vocalists, along with standard repertoire, at the Marigny Opera House.

New Orleans Dance Collective **\$2,500**
To support a program of dance as intervention for inner-city at-risk youth by providing after-school, week-end and summer training in culturally relevant dance styles including Tap, Hip Hop, African, Jazz and Ballet.

New Orleans Film and Video Festival, Inc. **\$15,000**
To support the New Orleans Film Festival hosting 500 filmmakers and industry leaders, showing over 225 films, and providing opportunities for diverse communities to gather and discuss film related issues, as well as the presentation of the French Film Festival, and professional development programs for filmmakers.

New Orleans Gay Men's Chorus **\$2,500**
To support New Orleans Gay Men's Chorus concert series and performances that support numerous community organizations.

New Orleans Jazz Orchestra **\$15,000**
To support presentations of the New Orleans Jazz Orchestra and other local artists at the New Orleans Jazz Market, the School of Music Educational Program on Saturdays, and open mic sessions for aspiring musicians.

New Orleans Opera Association **\$15,000**
To support mainstage professional productions by the New Orleans Opera Association and its educational and outreach programs including interactive in-school programs, a high school vocal competition, and free student previews.

New Orleans Video Access Center, Inc. **\$5,500**
To support the local film community through training, education, community events, production services, and youth arts training programs.

CATEGORY: NEW ORLEANS AS CULTURAL CAPITAL

New Resonance Orchestra, Inc. **\$2,500**
To support a professional chamber orchestra that presents musical illuminations and multimedia events that relate great pieces of classical music to contemporary issues facing New Orleanians.

NOCCA Institute **\$15,000**
To support the nonprofit partner of the New Orleans Center for Creative Arts High School that provides programs that offer meaningful and substantial arts experiences to NOCCA students, faculty, and the community.

Press Street (dba Antenna) **\$12,858**
To support Antenna's arts programming that includes artists residencies, rotating gallery exhibitions, public events, community workshops, and large-scale collaborative projects at Antenna Gallery, Paper Machine, and venues throughout the city.

Southern Repertory Theatre **\$15,000**
To support Southern Rep's full mainstage season focused on new play development and the best of contemporary American theatre, as well as its arts education and community engagement programs in its new permanent venue, former St. Rose de Lima church on Bayou Road.

Symphony Chorus of New Orleans **\$2,500**
To support choral concerts by an all-volunteer chorus singing classical song with live musicians for New Orleans audiences as well as the Symphony Chorus's educational outreach program.

Tennessee Williams/New Orleans Literary Festival **\$5,500**
To support The Tennessee Williams/New Orleans Literary Festival featuring broad-ranging literary and theatrical programs that appeal to and inspire diverse audiences: writers, actors, and ardent readers; teachers, students, and historians; playwrights and poets; and those who want to experience the rich culture of New Orleans.

The Cool Cooperative **\$5,500**
To support a film-based curriculum program for at-risk young people in New Orleans, allowing the development of a qualified workforce for Louisiana's film industry while helping at-risk youth.

The Ella Project **\$5,500**
To support pro bono legal and business assistance to low to moderate income artists, musicians, and grassroots non-profits arts organizations, including but not limited to copyright, trademark, contract creation and review, licensing, incorporation, marketing assistance, and organizational planning.

The NOLA Project **\$5,500**
To support a professional ensemble theatre company that produces bold new and classic works of theatre in a variety of unique locations around New Orleans including the New Orleans

Museum of Art's Besthoff Sculpture Garden as well as the NOLA Educational Program working with theatre students aged 13 – 21.

CATEGORY: NEW ORLEANS AS CULTURAL CAPITAL

The Ogden Museum of Southern Art **\$15,000**
To support exhibitions of Ogden Museum of Southern Arts' Permanent Collection, changing exhibits, events with live music from the American Southern region, publications, and educational programming.

Upbeat Academy Foundation **\$2,500**
To support free instruction in music production and performance to underserved middle and high school students using industry-preferred software with teaching artists who are professional producers, engineers, and musicians.

US Biennial (dba Prospect New Orleans) **\$15,000**
To support Prospect New Orleans' educational programs and the development of Prospect.5 featuring New Orleans, national, and international artists at sites through the city.

Whole Village Art Therapy, Inc. **\$2,500**
To support a program of art therapy and artmaking experiences in both clinical and non-clinical settings throughout New Orleans with the goal of reducing systemic barriers to mental health, therapeutic arts, and art gatherings that build community and strengthen relationships.

Young Aspirations/Young Artists Inc. (YA/YA) **\$5,500**
To support YAYA's free and low-cost programs for youth of all ages that focus on visual arts training blended with leadership, life skills, and entrepreneurial training to help young people grow into successful adults including a free after-school program for youth ages 5-25, as well as weekend Family Arts Days, summer camp, monthly glass demonstrations and open houses, and fee-based classes in a range of disciplines.

Young Audiences of Louisiana **\$15,000**
To support arts-education programs, in all disciplines, for children in school and after-school, as well as arts-integration professional development for educators.

CATEGORY: MORE JOY

Black Men of Labor, Inc. **\$3,200**
To support the Black Men of Labor Annual Social Aid and Pleasure Parade featuring New Orleans Traditional Jazz Music in 2020.

Creole Wild West **\$3,100**
To support the Creole Wild West's free Saturday workshops of onsite education for children in Mardi Gras Indian culture including creating suits, the history of the tradition, and traditional Indian music.

CATEGORY: MORE JOY

Krewe of Red Beans **\$2,980**
To support a walking parade on Lundi Gras featuring hand-crafted bean suits and Brazilian carnival music through the Bywater, 7th ward, and Treme neighborhoods.

Mardi Gras Indian Hall of Fame/UNOLA **\$3,100**
To support the publishing of a retrospective of the Mardi Gras Indian Hall of Fame's twenty-year existence and Mardi Gras Indian funerary rites and its distribution at local repositories including Amistad Research Center, New Orleans Public Library, Historic New Orleans Collection, Midlo Center at UNO, Newcomb College Institute, and Southern University Museum.

New Orleans Mardi Gras Indian Council, Inc. **\$3,200**
To support the traditional Super Sunday celebration of Mardi Gras Indian Culture, which features a parade and festival of Indian tribes from across the region, Second Line clubs, local musicians, and cultural activities.

Newcomb Art Museum of Tulane University **\$3,000**
To support the collaborative public performance between New Orleans Mardi Gras Indian tribes and Brooklyn-based stilt performers "Jumbies" in conjunction with Newcombs' 2020 exhibition featuring works of Mexican-born artist Laura Anderson Barbata, who uses public performance to bring awareness to different crises impacting the local communities.

No Dream Deferred NOLA **\$3,000**
To support the production of the staged version of two children's books, *Trombone Shorty* and *5 O'clock Band*, celebrating Second Line culture, Mardi Gras Indians and history of Treme including a youth Second Line and curated activations designed to offer hands-on exploration for young people that will spark imagination and inspire the continued education of New Orleans traditions and culture.

Original CTC Steppers **\$3,000**
To support the Original "Cross the Canal" Steppers Social Aid & Pleasure Club Annual Second Line Parade to be held in the Lower 9th Ward neighborhood of New Orleans.

The Red Flame Hunters Mardi Gras Indian Tribe **\$3,100**
To support teaching the traditions of the Mardi Gras Indian and Second Line Club to local youth who promote the culture through performances.

VIP Ladies and Kids Social Aid and Pleasure Club **\$3,000**
To support the Annual VIP Ladies & Kids Social Aid & Pleasure Club Second Line Parade to be held in the Central City neighborhood of New Orleans.

[END OF EXHIBIT B]

[END OF AGREEMENT]