



1 The facility will serve as a comprehensive resource center providing essential support services to  
2 individuals and families within the community. Programs will include, but are not limited to, rape  
3 crisis intervention, support services for survivors of domestic violence, counseling services,  
4 childcare assistance, and educational services;

5 **WHEREAS**, Subrecipient warrants to City and all parties at interest that it has the expertise  
6 to provide the services in the form of the Project;

7 **WHEREAS**, the City, in reliance upon Subrecipient’s warranty, has agreed to provide  
8 funding for Subrecipient’s services to be rendered for the Project in accordance with the terms and  
9 conditions of this Agreement;

10 **WHEREAS**, the Subrecipient and the City, through the Office of Community  
11 Development (“OCD”), have agreed to implement specific CDBG-CV funded activities in  
12 accordance with CDBG program regulations;

13 **WHEREAS**, the Subrecipient understands that any funding the City provides under this  
14 Agreement is conditional upon the completion of an environmental review;

15 **WHEREAS**, this Agreement shall serve as a binding agreement and commitment to fund  
16 between the City and the Subrecipient; and

17 **NOW, THEREFORE**, the City and the Subrecipient, for the considerations and under the  
18 conditions set forth herein do hereby agree as follows:

19 **ARTICLE I -- SUBRECIPIENT’S OBLIGATIONS**

20 The Subrecipient agrees to take on the following obligations:

21 **A. Statement of Work.** Provide the services and activities specified in the *Contract*  
22 *Analysis Document: Project Description and Budget Forms for CDBG Coronavirus Aid, Relief,*  
23 *and Economic Security (CARES) Act* marked as *Attachment A*, a copy of which is attached to this  
24 Agreement and made a part hereof for all purposes. The Subrecipient agrees to use the CDBG-CV  
25 funds provided hereunder to rehabilitate the property located at 601 S. Norman Francis Parkway,  
26 New Orleans, LA 70119 (the “**Property**”) for the sole use as a public facility comprehensive  
27 resource center (the “**Property Facility**”). See the full *Legal Description* of the Property in  
28 *Attachment B*, which is attached herein and incorporated into the Agreement.

29 **B. Other documents.** The Property, and the services to be provided therein, will be subject  
30 to a Regulatory Agreement (the “**CDBG Regulatory Agreement**”) for the period of service. The  
31 City requires a Secured Promissory Note (the “**Note**”) and Multiple-Indebtedness Mortgage (the  
32 “**Mortgage**”) as security for the funding of the Property. (Collectively, this Agreement, the CDBG  
33 Regulatory Agreement, Note, and Mortgage constitute the “**Loan Documents.**”) The  
34 Subrecipients agrees to enter into and comply with all of these Loan Documents.

35 **C. Standards.** The Subrecipient, and any legal person performing work on its behalf, shall  
36 perform all work under this Agreement in accordance with applicable professional standards in the

1 provision of essential services, including but not limited to rape crisis intervention, support  
2 services for survivors of domestic violence, counseling services, childcare assistance, and  
3 educational services.

4 **D. Compliance with Laws.** The Subrecipient, and any person performing work on its  
5 behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances,  
6 including, without limitation.

7 **E. Compliance with CDBG Regulations and HUD Notices.**

8 1. **In general.** Comply with the federal regulations published in Volume 24, Part  
9 570, of the *Code of Federal Regulations* (24 CFR 570), as well as all federal regulations  
10 and requirements incorporated therein by reference, whether specifically discussed herein  
11 or not.

12 2. **Uniform Administrative Requirements.** Comply with the applicable Uniform  
13 Administrative Requirements as described in 2 CFR 200, with exceptions listed in 24 CFR  
14 570.502.

15 3. **Procurement.** Comply with the procurement standards in 2 CFR §200.318 -  
16 §200.326 when procuring property and services under this Agreement.

17 4. **Other Program Requirements.** Comply with other program requirements 24  
18 CFR §570.600 - 570.615 inclusive, except §570.604.

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

21 **F. In General.**

22 1. Submit plans and specifications to the Office of Community Development,  
23 Construction Unit, for review and approval prior to advertising for bid, if necessary.

24 2. Notify the City in writing if other funding becomes available for acquisition and  
25 renovation of the Project public facilities.

26 3. Agrees to utilize the Project Facility and the facilities thereon only for the  
27 services approved by the City. The Subrecipient must obtain prior written approval from  
28 City for any other use.

29 4. Provide all necessary information and documentation to City as it relates to this  
30 Agreement.

31 5. Provide renovation activities in accordance with specifications approved by the  
32 City.

33 6. If improvements become necessary, engage the services of a licensed architect,  
34 as applicable, who shall prepare the plans and specifications, and who, in conjunction with

1 the Office of Community Development, shall inspect the improvements on the Property on  
2 behalf of City and the Subrecipient.

3 7. Provide documentation to the City through certified Board minutes that the  
4 Subrecipient's Board of Directors approved of this rehabilitation and provisions of  
5 services.

6 8. Administer and manage the renovation process through an architectural firm and  
7 the Subrecipient's Board of Directors.

8 9. Review and submit for approval by the City all change orders and additional  
9 work as applicable to the project.

10 **G. Eligible Costs.** The Subrecipient shall use CDBG-CV funds only for the payment of  
11 costs associated with eligible CDBG activities as identified in §570.201-§570.206 and budgeted  
12 in accordance with the provisions of Section G, below.

13 **H. Prohibited Activities.** The Subrecipient shall ensure that none of the funds provided  
14 to Subrecipient to implement a CDBG-assisted project will be used to fund any activity prohibited  
15 by CDBG regulations, as outlined in §570.207.

16 **I. Project Selection and Set-up.** The Subrecipient agrees to the following:

17 1. Site and Neighborhood Standards. The Subrecipient will comply with the site  
18 and neighborhood standards described in 24 CFR §891.125 when choosing a project  
19 location.

20 2. Compliance with Consolidated Plan. The Subrecipient shall ensure that the  
21 proposed project complies with strategies outlined in the City's current Consolidated Plan  
22 (CP).

23 3. Environmental Review. The Subrecipient shall request from OCD and obtain a  
24 written determination that the project has been subjected to an "environmental review," in  
25 accordance with 24 CFR 58, and that there are no environmental issues that would prohibit  
26 implementation of the project as proposed. The Subrecipient shall not proceed with any  
27 physical development without first receiving an environmental clearance notice and a  
28 Notice to Proceed from OCD.

29 4. Subsidy Layering. The Subrecipient further agrees to provide necessary  
30 documentation and information to the City to perform any required Subsidy Layering  
31 Reviews.

32 5. Uniform Relocation and Real Properties Acquisition Act (URA). The  
33 Subrecipient agrees to comply with the requirements of the URA in accordance with  
34 §570.457.

35 **J. Projects Involving Faith-Based Organizations.** The Subrecipient shall abide by 24  
36 CFR 5.109 of the HUD regulations regarding faith-based organizations.

1           **K. Lead-Based Paint Testing and Abatement.** The Subrecipient acknowledges that  
2 housing assisted with CDBG funds constitutes “HUD-associated housing” for the purpose of the  
3 Lead-Based Paint Poisoning Prevention Act and agrees to meet all requirements of that Act and  
4 §570.608.

5           **L. Project Completion.** The Subrecipient shall notify the City in writing of the substantial  
6 completion of each project. Upon receipt of a notice of substantial completion, the City will  
7 conduct an inspection of the property and provide the Subrecipient with any conditions to correct

8           **M. Reversion of Assets.** Upon expiration of this Agreement, the Subrecipient shall  
9 transfer to the City any CDBG-CV funds on hand at the time of expiration and any accounts  
10 receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's  
11 control that was acquired or improved in whole or in part with CDBG-CV funds in excess of  
12 \$25,000 is either:

13                   **1.** Used to meet one of the national objectives in § 570.208 (formerly § 570.901)  
14 for the Period of Service; or

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

21           **N. Breach of Contract.** If the Subrecipient or a Program Beneficiary who benefits from a  
22 CDBG-assisted project does not comply with: 1) federal regulations governing CDBG-assisted  
23 projects, 2) the terms of this Agreement, or 3) the terms of the CDBG Regulatory Agreement, and  
24 the Subrecipient fails to cure non-compliance within thirty (30) days after written notice from the  
25 City to Subrecipient, then this failure to cure non-compliance constitutes an Event of Default, as  
26 detailed in Article IX. The Subrecipient acknowledges its obligation, in an Event of Default, to  
27 repay the City the CDBG funds that are identified with noncompliance, in an amount determined  
28 solely by the City. The amount of the obligation to repay is not necessarily pro-rated to the period  
29 or scope of non-compliance, and therefore, Subrecipient acknowledges it may need to repay back  
30 all funds and not only a portion.

31           **O.** The administrative office of the Subrecipient is **601 S. Norman Francis Parkway,**  
32 **New Orleans, LA 70119.**

33           **P. Key Personnel.** The Subrecipient identifies the following key personnel to provide  
34 the services:

35                   **1. Project Administration and Operations:** Loyce P. Wright, President

36                   **2. Change to Key Personnel:** The Subrecipient shall notify the City in writing of  
37 any change of the above listed “Key Personnel.” The City retains the right to reject any

1 such substitution within 30 days of receipt of written notice of substitution.

2  
3 **ARTICLE II - REPRESENTATIONS AND WARRANTIES**

4 **A.** The Subrecipient represents and warrants to the City that:

5 1. The Subrecipient, through its duly authorized representative, has the full power  
6 and authority to enter into and execute this Agreement;

7 2. The Subrecipient has and will maintain the requisite expertise, qualifications,  
8 staff, materials, equipment, licenses, permits, consents, registrations, and certifications in  
9 place and available for the performance of all work required under this Agreement;

10 3. The Subrecipient is bonded, if required by law, and fully and adequately insured  
11 for any injury or loss to its employees and any other person resulting from the actions or  
12 omissions of the Subrecipient, its employees, or its sub-subrecipients in the performance  
13 of this Agreement;

14 4. The Subrecipient is not under any obligation to any other person that is  
15 inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the  
16 Subrecipient's performance of this Agreement;

17 5. The Subrecipient has no knowledge of any facts that could prevent, limit, or  
18 impair the performance of this Agreement, except as otherwise disclosed to the City and  
19 incorporated into this Agreement;

20 6. The Subrecipient is not in breach of any federal, state, or local statute,  
21 regulation, or code applicable to the Subrecipient or its operations;

22 7. Any rate of compensation charged for the performance of services under this  
23 Agreement are no higher than those charged to the Subrecipient's most favored customer  
24 for the same or substantially similar services;

25 8. The Subrecipient has read and fully understands this Agreement, and is  
26 executing this Agreement willingly and voluntarily; and

27 9. All of the representations and warranties in this Article and elsewhere in this  
28 Agreement are true and correct as of the date of execution of this Agreement by the  
29 Subrecipient, and the execution of this Agreement by the Subrecipient's representative  
30 constitutes a sworn statement, under penalty of perjury, by the Subrecipient as to the truth  
31 of the foregoing representations and warranties.

32 **ARTICLE III – THE CITY'S OBLIGATIONS**

33 The City agrees to take on the following obligations:

34 **A. Project Funding.** The City will provide up to **Two Hundred and Fifty Thousand**  
35 **Dollars (\$250,000.00)** to the Subrecipient for eligible project costs in the form of an Office of

1 Community Development (OCD) Forgivable Loan, subject to repayment terms detailed in Article  
2 IV.

3 **B. Provision of Technical Assistance.** The City agrees to provide technical assistance or  
4 assist Subrecipient to obtain technical assistance, as requested and necessary, which will aid  
5 Subrecipient in performing its functions under this Agreement.

6 **C. Provision of Forms and Documents.** The City will provide forms and documents for  
7 use in carrying out activities under this Agreement. Review and certify, as applicable, all  
8 documents regarding program assistance that shall be provided by the Subrecipient.

9 **ARTICLE IV - DURATION AND TERMINATION**

10 **A. Duration.** The term of this Agreement shall commence upon the Effective Date and  
11 terminate upon the expiration of the ten-year Period of Service, as defined in the Regulatory  
12 Agreement between the Parties. All indemnification obligations of the Subrecipient and all other  
13 provisions in this Agreement which provide they shall survive at termination of this Agreement  
14 shall remain in full force and effect, notwithstanding such termination.

15 **B. Extension.** This Agreement may be extended with additional funding for the activities  
16 described in this Agreement, provided the Subrecipient has met or exceeded the requirements of  
17 this Agreement.

18 **C. Termination for Cause.** The City shall have the right to terminate this Agreement for  
19 cause, effective thirty days after written notice of Subrecipient's material noncompliance, if such  
20 noncompliance persists throughout such period. Notwithstanding the terms of Article IX, in the  
21 event that the City determines that the Subrecipient has breached this Agreement, the City may  
22 give the Subrecipient notice of the default causing the breach and provide a reasonable time and  
23 opportunity for the Subrecipient to cure the default.

24 **D. Termination for Non-Appropriation.** This Agreement will terminate immediately in  
25 the event of non-appropriation of funds sufficient to maintain this Agreement without the  
26 requirement of notice and the City will not be liable for any amounts beyond the funds appropriated  
27 and encumbered for this Agreement.

28 **E. Notice.** The City shall promptly notify the Subrecipient, in writing, of its determination  
29 and the reasons for the termination together with the date on which the termination shall take effect.  
30 Upon termination, the City retains the right to recover any improper expenditures from the  
31 Subrecipient and the Subrecipient shall return to the City any improper expenditures no later than  
32 thirty (30) days after the date of termination. The City may, at its sole discretion, allow  
33 Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were  
34 not made in anticipation of termination and cannot be canceled provided that said costs meet the  
35 provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable  
36 state or Federal statutes, regulations, or requirements.



1 of the certificate of use and occupancy by the Department of Safety and Permits of the City  
2 of New Orleans, and (ii) the full commencement of the City-approved services detailed in  
3 the CAD. On each anniversary date of the Loan, a sum of not more than Twenty-Five  
4 Thousand Dollars Even (\$25,000.00) will be forgiven from the then outstanding principal  
5 balance of the Loan securing the funds, subject however, to the condition that should for  
6 any reason the Subrecipient sell, alienate, or otherwise convert the Project into a use  
7 ineligible for a Community Development Block Grant or deviating from its expressly  
8 approved use, then the outstanding principal balance of the Loan will become immediately  
9 due in full, payable in cash to the City.

10 **4.** Furthermore, it is expressly understood and agreed upon by Subrecipient that  
11 City may withhold part or all of forgiven portion provided under this Agreement in order  
12 to settle any questioned expenditures or ineligible costs incurred by Subrecipient under this  
13 Agreement or by Subrecipient in operation of performance of any previous contract  
14 involving the Community Development Block Grant (CDBG) -CV Program operated by  
15 Subrecipient, which City and/or the U. S. Department of Housing and Urban Development  
16 (HUD) may deem ineligible or unallowable relative to the said previous contract(s),  
17 provisions, and/or rules and regulations applicable to the CDBG Program.

18 **B. Miscellaneous.**

19 **1. Maturity.** The Loan shall mature on the Maturity Date (as defined in the Note).

20 **2. Discretion to Extend Period of Service.** It is specifically understood, agreed  
21 and acknowledged by Subrecipient that if Subrecipient or the Project at any time fall out  
22 of compliance with the requirements stipulated in the CDBG-CV Regulatory Agreement,  
23 and/or other Loan Documents, the City has the right and option in addition to, and not to  
24 the exclusion of any of its other remedies provided for herein or in the other Loan  
25 Documents (including the right to accelerate the Maturity Date of the Loan), to extend the  
26 Period of Service by a period of time equal to or greater than any period of non-compliance.  
27 It is further understood and agreed that the burden of proving compliance with (and  
28 providing documentation and evidence of compliance with) the requirements stipulated in  
29 the CDBG-CV Regulatory Agreement and other Loan Documents is on Subrecipient.

30 **3. Security.** Repayment of the Loan and Subrecipient's other obligations under  
31 this Agreement and the CDBG-CV Regulatory Agreement shall be secured by the  
32 mortgage lien on and security interest in the Mortgaged Property described in the  
33 Mortgage.

34 **4. Note.** The Loan shall be evidenced by the Note.

35 **ARTICLE VI – THE SUBRECIPIENT’S LIMITATIONS**

36 **A. Due on Sale or Transfer.**





1 the City is entitled under the Mortgage, and the amount of all security deposits  
2 collected by Subrecipient from tenants then in residence; or

3 b. failure of Subrecipient to apply all insurance proceeds and condemnation  
4 proceeds as required by the Loan Documents; or

5 c. failure of Subrecipient to comply with the requirements in the Mortgage  
6 relating to the delivery of books and records, statements, schedules and reports; or

7 d. failure of Subrecipient to pay all deductibles required under any of the  
8 insurance policies required to be maintained under the Article on Insurance of this  
9 Agreement.

10 3. Subrecipient shall become personally liable to the City for the repayment of the  
11 Loan amount then outstanding plus default interest at the Default Rate from the date of  
12 default, due upon the occurrence of any of the following events:

13 a. misappropriation of Loan proceeds by Subrecipient; or

14 b. fraud or any written material misrepresentation by Subrecipient or any  
15 officer, agent, director, partner, member or employee of Subrecipient in connection  
16 with the Application, the Loan Documents, or any request by the City; or

17 c. Subrecipient’s acquisition of any property or operation of any business  
18 not permitted by the Mortgage Agreement; or

19 d. or a Transfer that is an Event of Default under the Mortgage or CDBG  
20 Regulatory Agreement; or

21 e. failure of Subrecipient to commence rehab of the Project within sixty  
22 (60) months of the date of the effective date; subject to force majeure delays; or

23 f. Subrecipient’s failure to maintain compliance with the CDBG  
24 Regulatory Agreement in the City’s sole and reasonable discretion; or

25 g. Subrecipient’s failure to pay the City the amount due under Article IV.

26 4. To the extent that Subrecipient has personal liability under this Article, the City  
27 may exercise its rights against Subrecipient personally without regard to whether the City  
28 has exercised any rights against the Mortgaged Property or any other security, or pursued  
29 any rights against any Guarantor, or pursued any other rights available to the City under  
30 the Loan Documents or applicable law.

31 **B. CDBG Regulatory Agreement.**

32 1. As a condition to disbursement of Loan proceeds, the Subrecipient will be  
33 required to execute and deliver to the City the CDBG-CV Regulatory Agreement. The  
34 CDBG-CV Regulatory Agreement shall be recorded by the Subrecipient in the Orleans  
35 Parish Land Records Office and shall be subordinate only to those liens and encumbrances

1 agreed to by the City, in its sole discretion.

2 2. CDBG-CV Regulatory Agreement shall have a stated term of ten (10) years.

3 3. It is specifically understood and agreed by the Subrecipient that the CDBG-CV  
4 Regulatory Agreement will not be terminated upon either i) a pre-payment of the Loan by  
5 the Subrecipient, or ii) there has been noncompliance by the Subrecipient and the Project  
6 with the requirements stipulated the CDBG-CV Regulatory Agreement and other Loan  
7 Documents during the Affordability Period.

8 **ARTICLE IX – DEFAULTS AND REMEDIES**

9 **A. Events of Default.** The following shall each constitute an event of default under this  
10 Agreement (each an “**Event of Default**”, and, collectively, “**Events of Default**”):

11 1. If the Subrecipient fails to make any payments due to the City under the Note,  
12 or the other Loan Documents as and when due, and such failure continues for a period of  
13 ten (10) days following written notice of such failure of payment to Subrecipient and  
14 Guarantor (if applicable) listed in this Agreement;

15 2. If Subrecipient fails to comply with any regulations governing the award and use  
16 of CDBG-CV funds, including, but not limited to, 24 CFR Part 570, or fails to comply with  
17 any of the terms and conditions or covenants contained this Agreement or any of the Loan  
18 Documents applicable to Subrecipient, and such failure continues for a period of thirty (30)  
19 days following written notice thereof to Subrecipient and any Guarantor listed in this  
20 Agreement;

21 3. If at any time any warranty or representation made by Subrecipient in any Loan  
22 Document, instrument, agreement, certification or communication submitted by  
23 Subrecipient to the City is determined by the City in its sole and reasonable discretion to  
24 be materially false, misleading, or incorrect;

25 4. If any other default occurs under the Loan Documents, and such default is not  
26 cured within the applicable cure period set forth in such Loan Document, or if there is no  
27 cure period set forth therein, then within thirty (30) days following the date of written notice  
28 of such default to Subrecipient listed in Article on Notice of this Agreement.

29 5. If Subrecipient or any Guarantor defaults under any of the Senior Mortgage Loan  
30 Documents, if applicable, and fails to cure the same within the time periods granted in such  
31 Senior Mortgage Loan Documents subject to the terms of the Subordination Agreement;

32 6. If Subrecipient defaults under any other loan, promissory note, project based  
33 rental assistance contract, loan agreement, mortgage, indenture, regulatory agreement,  
34 security agreement, assignment or other agreement between Subrecipient (or any  
35 Guarantor) and the City, and such failure is not cured within any grace or cure period  
36 granted therein;

1           7. The occurrence of any of the events specified in Article VII above;

2           8. Subrecipient or the Project falls out of compliance with the requirements  
3 stipulated in CDBG Regulatory Agreement and the other Loan Documents or fails upon  
4 request by the City to provide sufficient documentation to demonstrate compliance with  
5 the CDBG Regulatory Agreement and the other Loan Documents; or

6           9. Subrecipient sells, transfers or otherwise disposes of the Project, or any portion  
7 thereof, or refinances any of the Senior Loans, without obtaining the prior written consent  
8 of the City except as otherwise provided herein.

9           **B. No Waiver.** Failure of the City to declare an Event of Default under this Agreement  
10 shall not constitute a waiver of any rights by the City. Any waiver of an Event of Default or  
11 forbearance by the City in exercising any right or remedy under this Loan Agreement or any other  
12 Loan Document or otherwise afforded by applicable law, shall not be a waiver of any other Event  
13 of Default or preclude the exercise or failure to exercise of any other right or remedy. Furthermore,  
14 the City's election to cure any Subrecipient default shall in no event be construed as a waiver of  
15 rights with respect to any other default, past or present. The acceptance by the City of payment of  
16 all or any part of the Indebtedness after the due date of such payment, or in an amount which is  
17 less than the required payment, shall not be a waiver of the City's right to require prompt payment  
18 when due of all other payments on account of the Indebtedness or to exercise any remedies for any  
19 failure to make prompt payment. The City's receipt of any condemnation awards or insurance  
20 proceeds shall not operate to cure or waive any Event of Default.

21           **C. Remedies.** Upon the occurrence of any Event of Default, the City shall be entitled to  
22 terminate this Agreement, enforce Subrecipient's obligations pursuant to specific performance or  
23 withhold any further funding and/or exercise all rights and remedies available to it under the terms  
24 of this Agreement, the other Loan Documents, and applicable state and federal law, including  
25 without limitation, taking any, all, one or some of the following actions in any order it deems  
26 appropriate: (a) accelerate the payment of the Note and the Indebtedness; (b) commence  
27 appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due  
28 the City as a result of the default; (c) exercise any one or more of the actions contained in 24 CFR  
29 Parts 84.62(a)(1-5), 85.43 and 85.44; (d) impose sanctions as enumerated in Section 9.0 of the  
30 2019 CDBG-DR Program Description; (e) require the full reimbursement of all funds advanced  
31 by the City to the Subrecipient, with default interest at the Default Rate from the date of such  
32 default; (f) issue a letter of warning that advises the Subrecipient of the deficiency and notifies the  
33 Subrecipient that additional action will be taken if the deficiency is not corrected or is repeated;  
34 (g) advise the Subrecipient that additional information or assurances will be required before  
35 acceptance of one or more of the certifications required for future CDBG projects; (h) notify the  
36 Subrecipient of suspension or termination of funds for the violation of a specific activity; (i) advise  
37 the Subrecipient to reimburse the Loan in any amount improperly expended; (j) refrain from  
38 extending any further assistance to the Subrecipient until such time as the Project and the  
39 Subrecipient are in full compliance; (l) require that Subrecipient replace the Project manager; (m)

1 withhold funding to Subrecipient and its Affiliates on other CDBG awards; (n) deny any and all  
2 future applications by Subrecipient and its Affiliates on future CDBG programs implemented by  
3 the City; (o) require such corrective actions as may be specified by the City from time to time; or  
4 (p) ignore any period of time for which Subrecipient and the Project have been in compliance and  
5 require compliance for a period equal to any interim period of noncompliance. All remedies shall  
6 be deemed cumulative and, to the extent permitted by law, the election of one or more remedies  
7 shall not be construed as a waiver of any other remedy the City may have available to it.

8 **D. Notice of Default.** The Subrecipient shall promptly notify the City in writing of any  
9 condition or event known to the Subrecipient which constitutes an Event of Default under the Note,  
10 this Agreement, or any of the other Loan Documents or which, with or without the giving of notice  
11 or the lapse of time or both, would constitute any such Event of Default, and of any litigation or  
12 threatened litigation.

### 13 **ARTICLE X – PROGRAM INCOME PROVISIONS**

14 The Subrecipient understands that after completion of the Agreement any funds derived  
15 from the sale of CDBG-CV assisted property shall be considered program income. Determination  
16 of program income shall be made in accordance with §570.426, 570.504, and with 570.509(c). No  
17 Program income shall be spent without the City’s prior approval and must be placed in a segregated  
18 account and not be comingled with any other funds. Upon receipt of the funds, a report shall be  
19 submitted to the City setting forth the source of the income, the amounts collected, and the balance  
20 on hand. The Subrecipient shall remit the Program Income to the City immediately upon request.

### 21 **ARTICLE XI – CONSTRUCTION CONTRACTS TERMS AND CONDITIONS**

22 The Subrecipient agrees to comply with all applicable provisions *General Terms And*  
23 *Conditions Construction Contracts*, which is marked *Attachment D*, which is attached hereto and  
24 made a part hereof for all purposes.

### 25 **ARTICLE XII – ACCOUNTING & FINANCIAL TERMS AND CONDITIONS**

26 The Subrecipient agrees to comply with all applicable provisions of *Part III: Terms and*  
27 *Conditions, Accounting and Financial Management Procedures*, which is marked *Attachment E*,  
28 both of which are attached hereto and made a part hereof for all purposes.

### 29 **ARTICLE XIII – STATEMENT OF ELIGIBILITY**

30 Attached is a *Statement of Eligibility* for this project which is designated as *Attachment F*,  
31 which is attached hereto and made a part of the Agreement.

### 32 **ARTICLE XIV - MAINTENANCE AND MONITORING OF RECORDS**

33 **A. Maintenance of Records.** The Subrecipient agrees to maintain all records of all  
34 expenditures of CDBG-CV funds provided to it by the City in accordance with §570.506 for **five**  
35 **years** from the official date of the closeout of the federal funding. Records are to be maintained  
36 separately for each project undertaken by the Subrecipient, and the records for each project will

1 be maintained by the Subrecipient in such a manner so that the funding sources used in each project  
2 will be accounted for separately. The aforementioned classification of funds expended will be  
3 further itemized by the “funding year” associated with the funds. The Subrecipient hereby agrees  
4 to maintain, for the City’s review, all records relating to the creation, development and set-up of  
5 CDBG projects, and the expenditure of CDBG-CV funds, itemized for each CDBG-CV-funded  
6 project undertaken.

7 **B. Monitoring of Records.** The Subrecipient acknowledges the responsibility of the City  
8 to monitor its performance and all records relating to projects implemented by the Subrecipient  
9 with CDBG-CV funds. The Subrecipient hereby acknowledges its responsibility to provide the  
10 City, upon reasonable demand, with all records relating to CDBG-CV-funded projects  
11 implemented by the Subrecipient, and hereby agrees to assist the City in reviewing projects  
12 undertaken by the Subrecipient with CDBG-CV funds. The aforementioned records will be made  
13 available at times reasonable to both the Subrecipient and the City, and the Subrecipient's records  
14 will be reviewed by the City no less than annually.

15 **ARTICLE XV -- MONITORING OF SUBRECIPIENT PERFORMANCE**

16 **A. Monitoring.** The City shall monitor the performance of the Subrecipient as necessary  
17 and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330  
18 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this  
19 Agreement, including the timeframes and performance goals associated with the activities, as well  
20 as procurement. Substandard performance as determined by the City will constitute  
21 noncompliance with this Agreement. If action to correct such substandard performance is not taken  
22 by the Subrecipient within 60 days after being notified by the City, the City may impose additional  
23 conditions on the Subrecipient and its use of CDBG-CV funds consistent with 2 CFR 200.207,  
24 suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate  
25 and permitted under 2 CFR 200.338.

26 **B. Reporting.** The Subrecipient shall submit regular monthly progress and financial  
27 reports to the City, as set forth in *Attachment G*.

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

1 **ARTICLE XVI -- JURISDICTION**

2 The undersigned Subrecipient does further hereby consent and yield to jurisdiction of the  
3 Louisiana State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of  
4 jurisdiction on account of the residence elsewhere of the undersigned Subrecipient.

5 **ARTICLE XVII -- AUDIT AND OTHER OVERSIGHT**

6 It is agreed that the Subrecipient or applicant will abide by all provisions of City Code §2-  
7 1120, including but not limited to City Code §2-1120(12), which requires the Subrecipient to  
8 provide the Office of Inspector General with documents and information as requested. Failure to  
9 comply with such requests shall constitute a material breach of the contract. In signing this  
10 contract, the Subrecipient agrees that it is subject to the jurisdiction of the Orleans Parish Civil  
11 District Court for purposes of challenging a subpoena.

12 **ARTICLE XVIII -- CONVICTED FELON STATEMENT**

13 The Subrecipient swears that it complies with Section 2-8 (c) of the Code of the City of  
14 New Orleans. No Subrecipient principal, member, or officer has, within the preceding 5 years,  
15 been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft  
16 of public funds, bribery, or falsification or destruction of public records.

17 **ARTICLE XIX -- NON-SOLICITATION STATEMENT**

18 The Subrecipient swears that it has not employed or retained any company or person, other  
19 than a bona fide employee working solely for him, to solicit or secure the subject contract. The  
20 Subrecipient has not paid or agreed to pay any person, other than a bona fide employee working  
21 for him, any fee, commission, percentage, gift, or any other consideration contingent upon or  
22 resulting from the subject contract.

23 **ARTICLE XX -- INDEMNITY**

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

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



1           5. Subrecipients shall be able to meet the above referenced specific policy limits of  
2 liability through a combination of primary and umbrella /excess coverage.

3           6. The obligations for the Subrecipient to procure and maintain insurance shall not  
4 be constructed to waive or restrict other obligations. It is understood that neither failure to  
5 comply nor full compliance with the foregoing insurance requirements shall limit or relieve  
6 the Subrecipient from any liability incurred as a result of their activities/operations in  
7 conjunction with the Subrecipients obligations and/or Scope of Work.

8           7. Subrecipient shall be responsible for any losses, expenses, damages, claims  
9 and/or suits of any kind which exceed the Subrecipients limits of liability that arise from  
10 the performance of work under the Contract.

11       **C. Other Requirements.**

12           1. Additional Insured Status: The Subrecipient and all Sub-Subrecipients (where  
13 applicable) will provide, and maintain current, a Certificate of Insurance naming the City  
14 of New Orleans, its departments, political subdivisions, officers, officials, employees, and  
15 volunteers as “Additional Insureds” on the CGL policies with respect to liability arising  
16 out of the performance of this agreement.

17           2. Additional Insured status can be provided in the form of an endorsement to the  
18 Subrecipients insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10  
19 and CG 20 37 forms if later revisions used).

20           3. Subrecipient shall require and verify that all Sub-Subrecipients maintain  
21 insurance and coverage limits meeting all the requirements stated herein or the Sub-  
22 Subrecipient liability shall be covered by the Subrecipient. The Certificate of Insurance, as  
23 evidence of all required coverage, should name the City of New Orleans Risk Manager as  
24 Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall,  
25 New Orleans LA 70112.

26           4. The Additional Insured box shall be marked “Y” for Commercial General  
27 Liability and Auto Liability coverage. The Subrogation Waiver Box must be marked “Y”  
28 for Workers Compensation/Employers Liability and Property.

29           5. Primary Coverage: For any claims related to this agreement, the Subrecipients  
30 insurance coverage shall be primary insurance as respects the City, its departments,  
31 political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-  
32 insurance maintained by the City shall be non-contributing to the Subrecipients coverage.

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



1 discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion,  
2 national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner  
3 status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any  
4 employee of the City working with the Subrecipient in any of Subrecipient's operations within  
5 Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges,  
6 services, or membership in all business, social, or other establishments or organizations operated  
7 by the Subrecipient. The Subrecipient agrees to comply with and abide by all applicable federal,  
8 state and local laws relating to non-discrimination, including, without limitation, Title VI of the  
9 Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with  
10 Disabilities Act of 1990.

11 **C. Incorporation into Subcontracts.** The Subrecipient will incorporate the terms and  
12 conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-  
13 Subrecipients to comply with those provisions.

14 **D. Termination for Breach.** The City may terminate this Agreement for cause if the  
15 Subrecipient fails to comply with any obligation in this Article, which failure is a material breach  
16 of this Agreement; provided Subrecipient is given written notice of such non-compliance and a  
17 thirty (30) day period during which to cure it.

## 18 **ARTICLE XXIII -- INDEPENDENT ENTITY**

19 **A. Independent Entity Status.** The Subrecipient is an independent entity and shall not  
20 be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself  
21 or any of its employees, sub-Sub-recipients or agents to be an employee, partner, or agent of the  
22 City.

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

28 **C. Exclusion of Unemployment Compensation Coverage.** The Subrecipient, as an  
29 independent entity, is contracting with the City under this Agreement and neither the Subrecipient  
30 nor anyone employed by it will be considered an employee of the City for the purpose of  
31 unemployment compensation coverage, which coverage same being hereby expressly waived and  
32 excluded by the parties, because: (a) the Subrecipient has been and will be free from any control  
33 or direction by the City over the performance of the services covered by this contract; (b) the  
34 services to be performed by the Subrecipient are outside the normal course and scope of the City's  
35 usual business; and (c) the Subrecipient has been independently engaged in performing the services  
36 required under this Agreement prior to the date of this Agreement.

37 **D. Waiver of Benefits.** The Subrecipient, as an independent entity, will not receive from  
38 the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid

1 holidays, sick leave, pension, or Social Security for any services rendered to the City under this  
2 Agreement.

3 **ARTICLE XXIV - DRUG-FREE WORKPLACE ACT**

4 The Subrecipient agrees to comply with the provisions of the Drug-Free Workplace Act of  
5 1988 (42 U.S.C. 701) and certifies that it will provide a drug-free workplace. The Subrecipient  
6 further certifies that he or she will not engage in the unlawful manufacture, distribution,  
7 dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

8 **ARTICLE XXV – LIVING WAGE**

9 **A. Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms  
10 used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-  
11 802 of the City Code.

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

- 14 1. Payment of an hourly wage to Covered Employees equal to the amounts defined in  
15 the City Code (“Living Wage”);
- 16 2. Receipt of at least seven (7) days per year of compensated leave for Covered  
17 Employees, as required by Section 70-807 of the City Code; and
- 18 3. Post notice in a prominent place regarding the applicability of the Living Wage  
19 Ordinance in every workplace in which Covered Employees are working that is  
20 within the Covered Employer's custody and control, as required by Section 70-810  
21 of the City Code.

22 **C. Current Living Wage.** In accordance with the Living Wage Ordinance, the current  
23 Living Wage per the Consumer Price Index data is equal to \$16.01. The Subrecipient shall be  
24 responsible for confirming the Current Living Wage by visiting [https://www.nola.gov/economic-  
25 development/workforce-development/](https://www.nola.gov/economic-development/workforce-development/).

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

35 **E. Subcontract Requirements.** As required by Section 70-804 of the City Code, the  
36 Subrecipient, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall

1 notify Subrecipients in writing of the requirements and applicability of Article VIII – The Living  
2 Wage Ordinance (“**Article**”). City Subrecipients and beneficiaries shall be deemed responsible  
3 for violations of this Article by their Subrecipients.

4 **F. Reporting.** On or before January 31<sup>st</sup> and upon request by the City, the Subrecipient  
5 shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number  
6 of days of compensated leave received by Covered Employees earning less than 130% of the then-  
7 prevailing wage during the current term of the Agreement, and provide the identified information  
8 to the following:

9 Office of Workforce Development  
10 Living Wage - Compliance  
11 1340 Poydras Street – Suite 1800  
12 New Orleans, Louisiana 70112

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

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

### 30 **ARTICLE XXVI – FORCE MAJEURE**

31 **A. Event.** An event of Force Majeure will include any event or occurrence not reasonably  
32 foreseeable by the City at the execution of this Agreement, which will include, but not be limited  
33 to, abnormally severe and unusual weather conditions or other acts of God (including tropical  
34 weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor  
35 or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-  
36 attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other  
37 cause whatsoever beyond the reasonable control of City, provided such event was not caused by  
38 the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by  
39 the breach of this Agreement.

1           **B. Notice.** To seek the benefit of this Article, the City must provide notice in writing to  
2 the Subrecipient stating: (1) an event triggering this Article has occurred; (2) the anticipated effect  
3 of the Force Majeure event on performance; and (3) the expected duration of the delay, if the  
4 Agreement is being suspended

5           **C. Effect.**

6                   1. Upon the occurrence of a Force Majeure event, for which the City has provided  
7 required notice, the City may, at its sole discretion:

8                           a. Suspend this Agreement for a duration to be set by the City, not to exceed  
9 90 days. During such time of suspension, the Parties will not be liable or responsible  
10 for performance of their respective obligations under this Agreement, and there will  
11 be excluded from the computation of such period of time any delays directly due to  
12 the occurrence of the Force Majeure event. During any such period of suspension,  
13 the Subrecipient must take all commercially reasonable actions to mitigate against  
14 the effects of the Force Majeure event and to ensure the prompt resumption of  
15 performance when so instructed by the City; or

16                           b. Terminate this Agreement, either immediately or after one or more  
17 periods of suspension, effective on notice to Subrecipient and without any further  
18 compensation due.

19                   2. Notwithstanding Section C(1) above, the obligations relating to making  
20 payments when due (for services or materials already provided) and those obligations  
21 specified to survive in the Agreement will be unaffected by any suspension or termination.

22           **ARTICLE XXVII - DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM**

23           **A. In General.** The Subrecipient agrees to abide by the City Code Sections 70-456, *et*  
24 *seq.*, to use its best efforts to carry out all applicable requirements of the City’s DBE Program for  
25 the administration of this Agreement, as set forth in the City Code and any applicable rules adopted  
26 thereunder. The City’s Office of Supplier Diversity (“OSD”) oversees the DBE Program and  
27 assigns a DBE Compliance Officer (“DBECO”) to ensure compliance.

28           **B. Monitoring.** To ensure compliance with DBE requirements during the term of this  
29 Agreement, the DBECO will monitor the Subrecipient’ use of DBE sub-Subrecipients/suppliers  
30 (“DBE Entities”) through the following actions:

- 31                   1. Job site visits;
- 32                   2. Electronic payment tracking via the Contract Compliance Monitoring System  
33 or other means as approved by the OSD;
- 34                   3. Routine audits of contract payments to all sub-Subrecipients;
- 35                   4. Reviewing of records and reports; and/or
- 36                   5. Interviews of selected personnel.

1 The DBECO may schedule inspections and on-site visits with or without prior notice to the  
2 Subrecipient or DBE Entities.

3 **C. Cooperation.** The Subrecipient shall:

4 **1.** Designate an individual as the “DBE Liaison” who will monitor the  
5 Subrecipient’s DBE participation as well as document and maintain records of “Good Faith  
6 Efforts” with DBE Entities.

7 **2.** Execute written contracts with DBE Entities that meet the applicable DBE goals.

8 **a.** The Subrecipient shall provide the DBECO with copies of said contracts  
9 within 30 days from the date this Agreement is fully executed between the City and  
10 the Subrecipient.

11 **b.** The Subrecipient shall agree to promptly pay sub-Subrecipients,  
12 including DBE Entities, in accordance with law.

13 **3.** Establish and maintain the following records for review upon request by the  
14 OSD:

15 **a.** Copies of written contracts with DBE Entities and purchase orders;

16 **b.** Documentation of payments and other transactions with DBE Entities;

17 **c.** Appropriate explanations of any changes or replacements of DBE  
18 Entities, which may include a record of “Post-Award Good Faith Efforts” for each  
19 certified firm that the Subrecipient does not use in accordance with the approved  
20 DBE participation submission;

21 **d.** Any other records required by the OSD.

22 **4.** The Subrecipient is required to maintain such records for 3 years after  
23 completion or closeout of this Agreement. Such records are necessary to determine  
24 compliance with their DBE obligations.

25 **5.** Post monthly payments and submit regular reports to the DBECO as required  
26 via the online “Contract Compliance Monitoring System” or other means approved by the  
27 OSD.

28 **a.** The Subrecipient shall submit the initial report outlining DBE  
29 participation within 30 days from the date of notice to proceed (or equivalent  
30 document) issued by the City to the Subrecipient. Thereafter, “DBE Utilization”  
31 reports shall be due on or before the fifteenth day of each month until all DBE  
32 subcontracting work is completed.

33 **b.** Reports are required even when no activity has occurred in a monthly  
34 period.

1 c. If the established percentage is not being met, the monthly report shall  
2 include a narrative description of the progress being made in DBE participation.

3 d. The Subrecipient may also be required to attach or upload copies of  
4 canceled checks or bank statements that identify payer, payee, and amount of  
5 transfer to verify payment information as indicated on the form.

6 6. Conform to the established percentage as approved by the OSD.

7 a. The total dollar amount of the Agreement shall include approved change  
8 orders and amendments. For a requirements contract, the total dollar amount shall  
9 be based in actual quantities ordered.

10 b. No changes to the established percentage and DBE Entities submitted on  
11 DBE Compliance Form-1 shall be allowed without approval by the OSD.

12 c. The City will not adjust the contract for any increase in cost due to  
13 replacement of DBE Entities.

14 **D. Post-Award Modification.** The OSD may grant a post-award modification request if:

15 a. for a reason beyond the Subrecipient's control, the Subrecipient is unable  
16 to use the certified DBE entity submitted on DBE Compliance Form-1 to perform  
17 the specified work. The Subrecipient must notify the OSD of the intent for removal  
18 and substitution of a certified DBE immediately upon determination of that the  
19 DBE submitted on Compliance Form -1 is unable to perform the specified work.  
20 In such case, the Subrecipient shall use and document "Good Faith Efforts" to find  
21 a similarly qualified and certified DBE entity to perform such specified work. The  
22 same criteria used for establishing "Good Faith Efforts" in maximizing the  
23 participation of DBE Entities prior to awarding the Agreement will also apply to  
24 the substitution of DBE sub-Subrecipients during the performance of the  
25 Agreement; or

26 b. the Subrecipient reasonably believes that, due to a change of scope,  
27 execution of the work in accordance with the directions from the City is unlikely to  
28 meet the established percentage or terms. In such case, the Subrecipient shall use  
29 and document "Good Faith Efforts" to achieve a reasonable amount of DBE  
30 participation on the remaining work on the Agreement.

31 **ARTICLE XXVIII -- NOTICE**

32 **A. In General.** Except for any routine communication, any notice, demand,  
33 communication, or request required or permitted under this Agreement will be given in writing  
34 and delivered in person or by certified mail, return receipt requested as follows:

35 To the City: Director of Community Development  
36 City of New Orleans  
37 1340 Poydras Street, Suite 1000

1 New Orleans, LA 70112  
&  
City Attorney  
2 City of New Orleans  
3 1300 Perdido Street, 5E03  
4 New Orleans, LA 70112

5 To the Subrecipient: Loyce P. Wright, President  
6 YWCA Greater New Orleans (YWCA)  
7 601 S. Norman Francis Parkway  
8 New Orleans, LA 70119

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

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

14 **ARTICLE XXIX – INCORPORATED DOCUMENTS**

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

- 16 1. *Contract Analysis Document*, Attachment A,
- 17 2. *Legal Description*, Attachment B,
- 18 3. *Budget & Cost Control Statement*, Attachment C,
- 19 4. *Terms and Conditions, Construction Contracts*, Attachment D,
- 20 5. *Terms and Conditions, Accounting and Financial Management Procedures*,  
21 Attachment E,
- 22 6. *Statement of Eligibility*, Attachment F,
- 23 7. *Monthly Reporting Requirements*, Attachment G, and
- 24 8. *HUD Compliance Provisions*, Attachment H.

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

27 **ARTICLE XXX -- ADDITIONAL PROVISIONS**

28 **A. Assignment.** This Agreement and any part of the Subrecipient's interest in it are not  
29 assignable or transferable without the City's prior written consent.

30 **B. Amendment.** No amendment of or modification to this Agreement shall be valid  
31 unless and until executed in writing by the duly authorized representatives of both parties to this  
32 Agreement.

33 **C. Audit and Other Oversight.** The Subrecipient will abide by all provisions of City

1 Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the  
2 Subrecipient to provide the Office of Inspector General with documents and information as  
3 requested. Failure to comply with such requests is a material breach of the Agreement. In signing  
4 this Agreement, the Subrecipient agrees that it is subject to the jurisdiction of the Orleans Parish  
5 Civil District Court for purposes of challenging a subpoena.

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

8 **E. Compliance with City’s Hiring Requirements - Ban the Box.**

9 **1.** The Subrecipient agrees to adhere to the City’s hiring requirements contained  
10 in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement,  
11 Subrecipient must provide a sworn statement attesting to its compliance with the  
12 City’s hiring requirements or stating why deviation from the hiring requirements is  
13 necessary.

14 **2.** Failure to maintain compliance with the City’s hiring requirements throughout  
15 the term of the Agreement, or to provide sufficient written reasons for deviation, is a  
16 material breach of this Agreement. Upon learning of any such breach, the City will  
17 provide the Subrecipient notice of noncompliance and allow Subrecipient 30 days to  
18 come into compliance. If, after providing notice and 30 days to cure, the Subrecipient  
19 remains noncompliant, the City may move to suspend payments to Subrecipient, void  
20 the Agreement, or take any such legal action permitted by law or this Agreement.

21 **3.** This section will not apply to any agreements excluded from the City’s  
22 hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent  
23 jurisdiction find any part of this section to be unenforceable, the section should be  
24 reformed, if possible, so that it is enforceable to the maximum extent permitted by law,  
25 or if reformation is not possible, the section should be fully severable and the remaining  
26 provisions of the Agreement will remain in full force and effect.

27 **4.** The Subrecipient will incorporate the terms and conditions of this Article into  
28 all subcontracts, by reference or otherwise, and will require all sub-Sub-recipients to  
29 comply with those provisions.

30 **F. Conflicting Employment.** To ensure that the Subrecipient’s efforts do not conflict with  
31 the City’s interests, and in recognition of the Subrecipient’s obligations to the City, the  
32 Subrecipient will decline any offer of other employment if its performance of this Agreement is  
33 likely to be adversely affected by the acceptance of the other employment. The Subrecipient will  
34 promptly notify the City in writing of its intention to accept the other employment and will disclose  
35 all possible effects of the other employment on the Subrecipient’s performance of this Agreement.  
36 The City will make the final decision whether the Subrecipient may accept the other employment.

37 **G. Construction of Agreement.** Neither party will be deemed to have drafted this

1 Agreement. This Agreement has been reviewed by the Parties and shall be construed and  
2 interpreted according to the ordinary meaning of the words used so as to fairly accomplish the  
3 purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved  
4 in favor of or against the City or the Subrecipient on the basis of which party drafted the uncertain  
5 or ambiguous language. The headings and captions of this Agreement are provided for  
6 convenience only and are not intended to have effect in the construction or interpretation of this  
7 Agreement. Where appropriate, the singular includes the plural and neutral words and words of  
8 any gender shall include the neutral and other gender.

9 **H. Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled “Cost  
10 recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent  
11 permitted by law, the Subrecipient shall reimburse the City or disgorge anything of value or  
12 economic benefit received from the City if the Subrecipient fails to meet its contractual obligations.

13 **I. Employee Verification.** The Subrecipient swears that it has no employees and shall  
14 have no employees during the term of this Agreement. In the event that Subrecipient does have  
15 employees, the following shall apply: (i) it is registered and participates in a status verification  
16 system to verify that all employees in the State of Louisiana are legal citizens of the United States  
17 or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status  
18 verification system to verify the legal status of all new employees in the State of Louisiana; and  
19 (iii) it shall require all sub-Subrecipients to submit to the Subrecipient a sworn affidavit verifying  
20 compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may  
21 subject this Agreement to termination, and may further result in the Subrecipient being ineligible  
22 for any public contract for a period of 3 years from the date the violation is discovered. The  
23 Subrecipient further acknowledges and agrees that it shall be liable for any additional costs  
24 incurred by the City occasioned by the termination of this Agreement or the loss of any license or  
25 permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10.  
26 The Subrecipient will provide to the City a sworn affidavit attesting to the above provisions if  
27 requested by the City. The City may terminate this Agreement for cause if the Subrecipient fails  
28 to provide such the requested affidavit or violates any provision of this paragraph.

29 **J. Entire Agreement.** This Agreement, including all incorporated documents, constitutes  
30 the final and complete agreement and understanding between the parties. All prior and  
31 contemporaneous agreements and understandings, whether oral or written, are superseded by this  
32 Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

33 **K. Limitations of the City’s Obligations.** The City has no obligations not explicitly set  
34 forth in this Agreement or any incorporated documents or expressly imposed by law.

35 **L. No Grant of Vested Rights.** This Agreement shall not be construed as granting or  
36 assuring or vesting any land use, zoning, development approvals, permission or rights with respect  
37 to property owned by the Subrecipient.

38 **M. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive

1 benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to  
2 this Agreement.

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

7 **O. Non-Waiver.** The failure of either party to insist upon strict compliance with any  
8 provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any  
9 default or breach of the other party at such time as the initial discovery of the existence of such  
10 noncompliance, right, default or breach shall not affect or constitute a waiver of either party's  
11 right to insist upon such compliance, exercise such right or seek such remedy with respect to that  
12 default or breach or any prior contemporaneous or subsequent default or breach.

13 **P. Ownership of Records.** Upon final payment, all data collected and all products of  
14 work prepared, created or modified by Subrecipient in the performance of this Agreement,  
15 including without limitation any and all notes, tables, graphs, reports, files, computer programs,  
16 source code, documents, records, disks, original drawings or other such material, regardless of  
17 form and whether finished or unfinished, but excluding the Subrecipient's personnel and  
18 administrative records, and any tools, systems, and information used by the Sub-recipient to  
19 perform the services under this Agreement, including computer software (object code and source  
20 code), know-how, methodologies, equipment, and processes and any related intellectual property  
21 (collectively, "Work Product") will be the exclusive property of City, and the City will have all  
22 right, title and interest in any Work Product, including without limitation the right to secure and  
23 maintain any copyright, trademark, or patent of Work Product in the City's name. No Work  
24 Product may be reproduced in any form without the City's express written consent. The City may  
25 use and distribute any Work Product for any purpose the City deems appropriate without the  
26 Subrecipient's consent and for no additional consideration to the Subrecipient.

27 **Q. Ownership Interest Disclosure.** The Subrecipient shall provide a sworn affidavit  
28 listing all persons, natural or artificial, with an ownership interest in the Subrecipient and stating  
29 that no other person holds an ownership interest in the Sub-recipient via a counter letter. For the  
30 purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a  
31 publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an  
32 interest in a publicly traded corporation. If the Subrecipient fails to submit the required affidavits,  
33 the City may, after 30 days' written notice to the prime Subrecipient, take such action as may be  
34 necessary to cause the suspension of any further payments until such the required affidavits are  
35 submitted.

36 **R. Prohibition of Financial Interest in Agreement.** No elected official or employee  
37 of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of  
38 this provision, a financial interest held by the spouse, child, or parent of any elected official  
39 or employee of the City shall be deemed to be a financial interest of such elected official

1 or employee of the City. Any willful violation of this provision, with the expressed or  
2 implied knowledge of Subrecipient, shall render this Agreement voidable by the City and shall  
3 entitle the City to recover, in addition to any other rights and remedies available to the City, all  
4 monies paid by the City to Subrecipient pursuant to this Agreement without regard to Sub-  
5 recipient's otherwise satisfactory performance of the Agreement.

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

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

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

20 **V. Solidary Liability.** If the Subrecipient consists of more than one natural persons  
21 and/or entities, the liability of each of them for the Subrecipient's obligations under the Loan  
22 Documents shall be solidary.

23 **W. Sub-Subrecipient Reporting.** The Subrecipient will provide a list of all natural or  
24 artificial persons who are retained by the Subrecipient at the time of the Agreement's execution  
25 and who are expected to perform work as sub-Subrecipients in connection with the Sub-recipient's  
26 work for the City. For any sub-Subrecipient proposed to be retained by the Sub-recipient to  
27 perform work on the Agreement with the City, the Subrecipient must provide notice to the City  
28 within 30 days of retaining that sub-Subrecipient. If the Subrecipient fails to submit the required  
29 lists and notices, the City may, after thirty 30 days' written notice to the Subrecipient, take any  
30 action it deems necessary, including, without limitation, causing the suspension of any payments,  
31 until the required lists and notices are submitted.

32 **X. Survival of Certain Provisions.** All representations and warranties and all obligations  
33 concerning record retention, inspections, audits, ownership, indemnification, insurance, payment,  
34 remedies, jurisdiction, program income, affordability and affirmative marketing requirements, and  
35 choice of law shall survive the expiration, suspension, or termination of this Agreement and  
36 continue in full force and effect.

37 **Y. Special Conditions for HUD Contracts.** The **HUD Compliance Provisions** marked  
38 as *Attachment H* to this Agreement, are expressly incorporated in the Agreement.



1           **IN WITNESS WHEREOF**, the City hereto, through duly authorized representative, has  
2 executed this Agreement to be effective as of the Effective Date.

3                           **CITY OF NEW ORLEANS**

4                           **BY:** \_\_\_\_\_  
5   **HELENA N. MORENO, MAYOR**

6                           **Executed on this** \_\_\_\_\_ **of** \_\_\_\_\_, **2026**

8   **FORM AND LEGALITY APPROVED:**  
9   **Law Department**

10   **By:** \_\_\_\_\_

11   **Printed Name:** \_\_\_\_\_

12

1                   **IN WITNESS WHEREOF**, the City Council of New Orleans hereto, through duly  
2 authorized representative, has executed this Agreement to be effective as of the Effective Date.

3                   **CITY COUNCIL OF NEW ORLEANS**

4                   **BY:** \_\_\_\_\_  
5                   **JEAN-PAUL MORRELL, PRESIDENT**

6  
7                   **Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2026**

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1           **IN WITNESS WHEREOF**, the Subrecipient hereto, through duly authorized  
2 representatives, has executed this Agreement to be effective as of the Effective Date.

3  
4                   **YOUNG WOMEN’S CHRISTIAN ASSOCIATION OF GREATER NEW**  
5                   **ORLEANS**

6  
7  
8           **BY:** \_\_\_\_\_  
9                   **LOYCE P. WRIGHT, PRESIDENT**

10 \_\_\_\_\_  
11           **FEDERAL TAX I.D. NO.**  
12

## **TABLE OF ATTACHMENTS**

<b>Attachment A</b>	<b>Contract Analysis Document</b>
<b>Attachment B</b>	<b>Legal Description</b>
<b>Attachment C</b>	<b>Budget &amp; Cost Control Statement</b>
<b>Attachment D</b>	<b>Terms and Conditions, Construction Contracts</b>
<b>Attachment E</b>	<b>Terms and Conditions, Accounting and Financial Management Procedures</b>
<b>Attachment F</b>	<b>Statement of Eligibility</b>
<b>Attachment G</b>	<b>Monthly Reporting Requirements</b>
<b>Attachment H</b>	<b>HUD Compliance Provisions</b>