K21-1054

SUBRECIPIENT AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

THRIVE NEW ORLEANS

FOR

NDR WORKFORCE TRAINING PROGRAM

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Thrive New Orleans, represented by Chuck Morse, its Executive Director (the "**Subrecipient**"). The City and the Subrecipient may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

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

WHEREAS, the Subrecipient is a private non-profit whose mission is to provide affordable housing, job training, and business training, whose principal address is located at 1433 North Claiborne Ave, New Orleans, LA 70116;

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

WHEREAS, the Subrecipient, by agreeing to undertake the implementation of this Agreement utilizing CDBG-NDR funds provided by HUD, will be acting as a Subrecipient of the City as defined by 24 C.F.R. part 570, and hereby agrees to carry out this Agreement in full compliance with the laws and regulations of the NDR program and exhibits incorporated to this Agreement;

WHEREAS, the activities hereunder are eligible under the NDR program;

WHEREAS, the City and the Subrecipient desire to accomplish the valuable public purpose of advancing the work of the Gentilly Resilience District ("**GRD**") and preparing unemployed and underemployed workers with the skills and certifications needed to participate in the construction phase of water management projects.

WHEREAS, the City and Subrecipient desire to demonstrate provide opportunities for skilled employment and will focus on connecting unemployed and underemployed New Orleanians to a

growing water economy through sustained outreach and job training; and

WHEREAS, the City will provide the Subrecipient with National Disaster Resilience grant funding in exchange for the aforementioned services;

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

ARTICLE I– GENERAL AWARD INFORMATION

The subaward from the City to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in Article I of this Agreement and creates a Federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the federal award and the following award information.

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

CFDA Number and Name: 14.272 National Disaster Resiliency Grant Competition

Federal award project description: The Gentilly Resilience District includes innovative water management projects that will reduce risk from flooding and subsidence by creating spaces to capture rainwater in the urban landscape. These projects will include green infrastructure features that use vegetation, soils, and natural processes to manage water and create healthier urban environments. These projects will work to connect physical resilience with social resilience by providing spaces for recreation, increasing environmental awareness, improving quality of life, and promoting environmental justice. Projects will take place in streets, in neutral grounds, in parks, on schoolyards, on open lots, and on residential properties.

While each project will separately reduce risk from flooding and subsidence and provide co-benefits, collectively they will create a network of solutions with exponential benefits that transform the way New Orleanians live with water. The City of New Orleans has allocated funding through the HUD NDRC grant for workforce development employment and training services. The workforce development activities will focus on preparing unemployed and underemployed workers with the skills and certifications needed to participate in the construction phase of water management projects.

Is this award for research and development? No

Subrecipient's unique entity identifier:

Total Amount of the Federal Award Committed to the Subrecipient by the Grantee: $3,000,000

Amount of Federal funds obligated by this agreement: $2,778,185.41

Total Amount of Federal Funds Obligated to the Subrecipient: $2,778,185.41

Indirect cost rate applicable to the Subaward to the Subrecipient: 7%

Contact information:

Grantee:

Sunae Villavaso
Title: Director of Workforce Development
Grantee Name: City of New Orleans
Address: 1300 Perdido Street
New Orleans, LA 70112

Phone: 504-658-4542
E-mail: Sunae.Villavaso@nola.gov

Subrecipient:

Chuck Morse
Title: Executive Director
Subrecipient Name: Thrive New Orleans
Address: 1433 North Claiborne Ave.
New Orleans, LA 70116

Phone: 504-564-7739
E-mail: chuck@thrivenola.org

ARTICLE II –SUBRECIPIENT'S OBLIGATIONS

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

1. Hire staff to perform fiscal and programmatic duties needed for successful administration of the program;
2. Procure qualified training providers to provide occupational skills training that provides the skills and certifications needed by employers for water management projects (i.e. green infrastructure, asphalt pavers, roller and ranker operators, heavy excavation equipment operators, concrete finishers, concrete form carpenters, sewer line installation, water line installation, etc.);
3. Conduct eligibility and provide case management, comprehensive assessments, supportive services, job placement assistance, and follow-up activities for job seekers;
4. Conduct outreach activities to recruit job seekers and employers into the program;
5. Administer grant-funded employer-based training activities, including work experience, internships, and on-the-job training (OJT);
6. Administer eligible grant-funded supportive services (i.e. transportation assistance, uniforms, tools, books, etc.) needed to allow eligible job seekers to successfully participate in training and work experience and internship activities;
7. Develop and manage a data system to track enrollment and program activities of program participants;
8. Maintain contact with NDR contractors to obtain list of available jobs to connect trainees to job opportunities;

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

1. Maintain accurate files for program participants;
2. Maintain accurate programmatic and fiscal records for all program activities;
3. Develop policies and procedures for the administration of program activities;
4. Adhere to all Housing and Urban Development (HUD) and the City of New Orleans regulations and policies;
5. Comply with all federal, state, and local programmatic and fiscal monitoring reviews and audits;
6. Administer services on a cost-reimbursement basis. The Subrecipient must have the ability to support staffing, participant costs, training costs, work experience and OJT costs, and vendor costs prior to being reimbursed by the City of New Orleans;
7. Comply with federal, state, and local reporting requirements;
8. Meet or exceed all established federal and local performance outcomes; and
9. Provide timely reimbursement for sub-subrecipients and vendors;
10. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: Notice of Funding Availability (NOFA) and the Subrecipient's proposal dated February 8, 2021, in response to the NOFA.
11. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Subrecipient as set forth in this Agreement;
12. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;
13. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
14. Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and
15. Cooperate with the City and any person performing work for the City.

C. ***Deliverables.*** The Subrecipient shall provide:

1. Training services to a minimum of 125 and a maximum of 250 individuals and placement of a minimum 100 individuals during the NRDC grant period.

2. Program outcomes to the City of New Orleans.

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

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

1. ***Project Administration and Operations:***

a. Dr. Tanya Jones, Program Director; and

b. Chuck Morse, Executive Director

2. ***Change to Key Personnel:*** The Subrecipient shall notify the City in writing of any change of the above listed "Key Personnel." The City retains the right to reject any such substitution within 30 days of receipt of written notice of substitution.

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

G. ***Compliance with CDBG Regulations and HUD Notices.*** The Subrecipient, as well as any of its sub-Sub-recipients, shall:

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

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

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

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

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

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

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

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

I. ***Invoices***.

1. The Subrecipient must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. Each invoice must include, at a minimum, the following information:

   a. Name of Subrecipient;

   b. Date of Invoice;

   c. Invoice Number;

   d. Contract or BRASS Number issued by the City (Brass no. 2743);

   e. Name of the City Department to be invoiced (e.g. PDU);

   f. Description of the Services completed;

2. Invoices will be processed in accordance with Article V of the Agreement.

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

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

ARTICLE III- REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

ARTICLE IV- THE CITY'S OBLIGATIONS

A. ***Administration.*** The City will administer this Agreement through the Mayor's Office of Workforce Development ("**OWD**").

B. ***Access to Information.*** The City shall provide the Subrecipient with all material and information reasonably necessary to allow the Subrecipient to perform its obligations under this Agreement.

ARTICLE V - COMPENSATION

A. ***Maximum Amount Payable.*** The maximum amount payable by the City under this Agreement is two million seven hundred seventy-eight thousand one hundred eighty-five dollars and forty-one cents ($2,778,185.41). The full anticipated budget breakdown is incorporated into this Agreement, and marked as *Exhibit B*.

B. ***Other Costs.*** The Subrecipient understands and agrees that the compensation shall be inclusive of all personnel costs, fringe benefits, equipment costs, travel costs, supply costs, and indirect costs identified as those not directly incurred as a result of providing the services listed in this Agreement and deemed ineligible for federal modified total direct costs for on-campus research.

C. ***Payment.*** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

ARTICLE VI- DURATION AND TERMINATION

A. ***Term.*** The term of this Agreement shall be for two years from the Effective Date.

B. ***Extensions.*** The City shall have the option to extend the term of this Agreement by giving written notification to the Subrecipient stating such intentions at least thirty calendar days prior to the termination of the Agreement. The term of the Agreement must be extended if the Subrecipient is in control of any CDBG funding.

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

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

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

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

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

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

ARTICLE VII- MAINTENANCE AND MONITORING OF RECORDS

A. ***Maintenance of Records***. The Subrecipient agrees to maintain all records of all expenditures of CDBG funds provided to it by the City in accordance with §570.506 for **five years** from the official date of the closeout of the grant. Records are to be maintained separately for each project undertaken by the Subrecipient, and the records for each project will be maintained by the Subrecipient in such a manner so that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the "funding year" associated with the funds. The Subrecipient hereby agrees to maintain, for the City's review, all records relating to the creation, development and set-up of CDBG projects, and the expenditure of CDBG funds, itemized for each CDBG-funded project undertaken.

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

ARTICLE VIII- MONITORING OF SUBRECIPIENT PERFORMANCE

A. ***Monitoring.*** The City shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken

by the Subrecipient within 30 days after being notified by the Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

B. ***Reporting***. The Subrecipient shall submit regular quarterly progress and financial reports to the City.

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

ARTICLE IX – PROGRAM INCOME

Any program income anticipated from the project will be returned to the City at the end of the program year.

ARTICLE X- INDEMNITY

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

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

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

D. ***Expenses***. Notwithstanding any provision to the contrary, the Subrecipient shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE XI - INSURANCE

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

B. Minimum Requirements:

1. Commercial General Liability ("CGL"):

2. Worker's Compensation:

3. Professional Liability (Errors and Omissions):

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

1. Additional Insured Status.

2. Primary Coverage.

3. Claims Made Policies.

4. Waiver of Subrogation.

5. Notice of Cancellation.

6. Acceptability of Insurers.

The Subrecipient will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: RFP or RFQ No. xxxxxx) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

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

Without notice from the City, the Subrecipient will:

- Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared

bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and

- 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 XII – LIVING WAGES

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

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

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

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

1. $11.19 per hour for any work performed on or before December 31, 2021;
2. $13.25 per hour for any work performed on or before December 31, 2022;
3. $15.00 per hour for any work performed on or before December 31, 2023; and
4. $15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. ***Adjusted Living Wage.*** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

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

E. ***Reporting.*** On or before January 31st and upon request by the City, the Subrecipient shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-

prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development

Living Wage - Compliance

1340 Poydras Street – Suite 1800

New Orleans, Louisiana 70112

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

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

ARTICLE XIII - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

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

B. ***Monitoring.*** To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Subrecipient's use of DBE sub-subrecipients ("**DBE Entities**") through the following actions:

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

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

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

1. Designate an individual as the "DBE Liaison" who will monitor the Subrecipient's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
    a. The Subrecipient shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Subrecipient.
    b. The Subrecipient shall agree to promptly pay sub-subrecipients, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
    a. Copies of written contracts with DBE Entities and purchase orders;
    b. Documentation of payments and other transactions with DBE Entities;
    c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Subrecipient does not use in accordance with the approved DBE participation submission;
    d. Any other records required by the OSD.

The Subrecipient is required to maintain such records for 5 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.
    a. The Subrecipient shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Subrecipient. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.
    b. Reports are required even when no activity has occurred in a monthly period.
    c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
    d. The Subrecipient may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the OSD.

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

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

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

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

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

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

ARTICLE XIV- NON-DISCRIMINATION

A. ***Equal Employment Opportunity***. In all hiring or employment made possible by, or resulting from this Agreement, the Subrecipient (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Subrecipient's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. ***Non-Discrimination***. In the performance of this Agreement, the Subrecipient will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any

employee of the City working with the Subrecipient in any of the Subrecipient's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Subrecipient. The Subrecipient agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

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

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

ARTICLE XV- INDEPENDENT ENTITY

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

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

C. ***Exclusion of Unemployment Compensation Coverage.*** The Subrecipient, as an independent entity, is being selected by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Subrecipient nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Subrecipient has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Subrecipient are outside the normal course and scope of the City's usual business; and (c) the Subrecipient has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

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

ARTICLE XVI – FORCE MAJEURE

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

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

C. ***Effect.***

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
   a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Subrecipient must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
   b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Subrecipient and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XVII - 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:

Office of Workforce Development

3400 Tulane Ave.

New Orleans, LA 70119

&

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

2. To the Subrecipient:

Thrive New Orleans
Chuck Morse
1433 North Claiborne Ave
New Orleans, LA
70116

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 XVIII – INCOPORATED DOCUMENTS

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

1. Schedule of Work, Exhibit A,
2. Budget, Exhibit B,
3. Program Specific Performance Measures, Exhibit C, and
4. HUD Compliance Provisions for Professional Services, Exhibit D.

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

C. ***Difference in Standard.*** If any Exhibit differs, in whole or in part, with this Agreement in terms of requirements, standards, timelines, etc., then the more stringent requirement, the higher standard, and the longer timeline, etc., shall prevail, unless the Parties mutually agree otherwise.

ARTICLE XIX - ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

F. ***Construction of Agreement.*** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Subrecipient on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. ***Convicted Felon Statement.*** The Subrecipient complies with City Code § 2-8(c) and no principal, member, or officer of the Subrecipient has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

H. ***Cost Recovery.*** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum

extent permitted by law, the Subrecipient shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Subrecipient fails to meet its contractual obligations.

I. ***Employee Verification***. The Subrecipient swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all sub-Subrecipients to submit to the Subrecipient a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Subrecipient being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Subrecipient further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Subrecipient will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Subrecipient fails to provide such the requested affidavit or violates any provision of this paragraph.

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

J. ***Jurisdiction***. The Subrecipient consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Subrecipient.

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

L. ***No Third-Party Beneficiaries***. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. ***Non-Exclusivity***. This Agreement is non-exclusive and the Subrecipient may provide services to other clients. The City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

N. ***Non-Solicitation Statement***. The Subrecipient has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Subrecipient has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

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

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

Q. ***Ownership of Records.*** The Subrecipient shall maintain ownership of all data collected and all products of work prepared, created or modified by the Subrecipient in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Subrecipient's personnel and administrative records and any tools, systems, and information used by the Subrecipient to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product"). The Subrecipient shall also maintain all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the Subrecipient's name. However, the Subrecipient acknowledges that the purpose of the Project is for the benefit of the City of New Orleans, and therefore the Subrecipient shall grant the City a no-cost perpetual license to utilize all Work Product in a manner to further the purpose of the Project, provided that the City takes all reasonable precautions to protect the Subrecipient's intellectual property and proprietary interests of the the Subrecipient, subject to all applicable public records laws. The Subrecipient shall also be able present or publish materials deriving from its Work Product at its sole discretion, provided that the Subrecipient provide the City with an advance copy for review and feedback at least seven (7) days prior to presentation or publication.

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

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

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

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

V. ***Special Conditions for HUD NDR Contracts.*** The "HUD NDR Compliance Provisions for Direct Grantee – Subrecipient Agreement and Professional Services Contracts," attached as *Exhibit D* to this Agreement, are expressly incorporated in the Agreement.

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

X. ***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.

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

ARTICLE XX- ELECTRONIC SIGNATURE AND DELIVERY

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

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank]

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

CITY OF NEW ORLEANS

FOR

LATOYA CANTRELL, MAYOR

Executed on this 24th **of** September, **2021.**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: Tracy Taylor

THRIVE NEW ORLEANS

BY: _____
CHUCK MORSE, EXECUTIVE DIRECTOR

[redacted]
FEDERAL TAX I.D.

9/17/2021
DATE

[EXHIBITS A - D ATTACHED SEPARATELY]