

**Sub-recipient Agreement  
AGILE Planning Solutions  
EBR ARP Program**

THIS AGREEMENT effective this **1st** day of **January, 2023** by and between the City of Baton Rouge-Parish of East Baton Rouge (herein called the “City-Parish”) and **A Galvanized Innovative Approach to Leading Excellence Planning Solutions, Inc dba AGILE Planning Solutions** (herein called the “Subrecipient”).

WHEREAS, the City-Parish is the recipient of funds from the United States Government, under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), as appropriated and defined in the American Rescue Plan (ARP) Act (Pub. L. 117-2); and

WHEREAS, the City-Parish wishes to engage the Sub recipient to assist the City-Parish in the utilizing such funds, the City-Parish allocates to the Sub recipient an amount **\$250,000.00** of City Parish American Rescue Plan (EBR ARP) SLFRF funds from the US Treasury to be used for undertaking the activities identified in Section I of this agreement.

NOW, THEREFORE, it is agreed between the parties hereto that:

**SECTION I. STATEMENT OF WORK**

A. Scope of Work: It is further agreed, that the subrecipient will utilize funds issued under this agreement to pursue exclusively those activities defined, and determined to be eligible under the U.S. Treasury’s Final Rule, in APPENDIX A. These activities shall be consistent with any standards required as a condition of providing these funds. To further explain:

This project is direct support of the SHH Initiative, specifically focused on Community Based Violence Intervention (CVI), the Department hereby engages the services of Service Provider, with said services to be rendered:

The Baton Rouge Community Street Team (BRCST) is community centric in every aspect including workforce recruitment. One of the key components of this program is the selection of community members who are personally committed, understand the culture of the community, have respect and; connection within the community, and possess the ability to be unbiased and impartial while managing conflict. These individuals will receive training that will provide them the toolkits necessary to effectively influence and interrupt the cycles of violence that impacts their area(s) of focus. In addition, their efforts will be documented and tracked for trends and effectiveness. This data will allow our program administrators to iterate and adjust approaches as necessary to address the changing needs of the community.

In addition to recruitment, The Baton Rouge Community Street Team has identified four core communal program strategies to reduce violence:

1. Recruit and build a dynamic team from target communities: Identify, train and deploy non-traditional credible leaders from within the community to serve as Outreach Workers.
2. Provide casework to high-risk mentees, intervene and mediate conflicts between individual(s) and/or rival groups identified within and/or reported by Baton Rouge Community members as part of our High-Risk Intervention efforts. Involved youth in the target communities via Safe passage and High-Risk Intervention.
3. Increase access and awareness to Trauma informed healing and recovery services for victims/survivors of violence through direct services, advocacy and public educational forums.
4. Coordinate with citywide public safety initiatives through the Mayor Broome’s Safe, Hopeful, Healthy initiative (i.e. EBRPSS, BRPD, EBR Sheriff’s Department, Courts, etc.)

Public Services Details

- A. Manage, recruit, and build a dynamic team from target communities to carry out BRCST’s core communal program strategies.
- B. Identify, train and deploy non-traditional credible leaders from within the community to serve as Outreach Workers.
- C. Document and track for effectiveness of BRCST Program relative to community violence, engagement, and safety.

D. Performance:

1. *Performance Period:* Services/Activities performed under this Agreement will commence on upon execution of this agreement and shall be completed no later than **December 31, 2026**.

2. *Performance Measures:*

Performance Goals: Unless amended by mutual written agreement by the subrecipient and the City-Parish, the Subrecipient will perform with the following schedule:

Activity No.	Activity Description	Measure	Total	Target Date
1	Public Service	Annual number of unduplicated persons served	1,500	December 31, 2023
2	Contribution to Community Based Public Safety Project impact report	Physical document created decimated to SHH	1	December 31, 2023
3	Participation in monthly ecosystem meeting	Attendance tracked for each meeting	9	December 31, 2023
4	Facilitation of monthly Public Safety Roundtable Meetings	Monthly documented attendance/participation and needs and action oriented report out and follow up to SHH	10	December 31, 2023
5	Monthly Report inclusive of progress related to the 4 Core program strategies	Monthly report submitted to SHH	12	December 31, 2023
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3. *Performance Modifications:* The City-Parish may grant time of performance modifications to this agreement, when such modifications:

- a. In aggregate do not exceed the performance period as provided for in Section B.1 above

- b. Continue to meet program requirements
  - c. Will not change the overall project goals or scope of services
  - d. Are in the best interest of the City-Parish and Sub recipient in performing the scope of services under this Agreement
  - e. Do not alter the amount of compensation under this agreement, and
  - f. Are agreed to through amendment as defined in Section IV, H of this agreement.
4. *Performance Monitoring:* The City-Parish will monitor the performance of the Subrecipient against scope of work and performance standards as stated above. Monitoring may be performed through on-site reviews, performance assessment of Sub recipient's reports or other methods determined by the City-Parish. Substandard performance as determined by the City-Parish will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub recipient within 14 days after being notified by the City-Parish, the agreement will be suspended or terminated.

Properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges shall support all costs and requests for reimbursement. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City-Parish and U.S. Treasury shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- a) Maintain an effective system of internal fiscal control and accountability for all EBR ARP funds and property acquired or improved with EBR ARP funds, and make sure the same are used solely for authorized purposes.
  - b) Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
  - c) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of City-Parish or U.S. Treasury at any time during normal business hours and as often as necessary.
  - d) Inform the City-Parish concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement and permit the reassignment of the same by the City-Parish to other Subrecipients.
  - e) Repay the City-Parish any funds in its possession at the time of the termination of this Agreement that may be due to the City-Parish or U.S. Treasury.
5. *Funding based on Performance:* The Sub recipient agrees to expend funds for eligible and approved activities at a rate that will fully expend funds provided under this Agreement by the performance ending date of **December 31, 2026**. If as of **December 31, 2024**, the City-Parish determines by review of the Sub recipient's progress, which may consist of performance reports, monitoring, documentation or other forms of evaluation, that the Sub recipient is expending at a slower than acceptable rate, the City-Parish will notify the Sub recipient that it is in danger of de-obligation of part or all of the remaining balance of the agreement amount. All funds provided under this agreement must be obligated by **December 31, 2024**. The City-Parish reserves the right to de-obligate funding under this agreement prior to its expiration if the City-Parish determines through review of submittals on hand as of **December 31, 2024** that the Sub recipient has not yet expended at least than 80% of the total grant amount of the total Agreement amount.

E. **Staffing:** The Sub recipient shall assign the staff member identified in Section II.A as the primary point of contact for all correspondence regarding this subrecipient agreement. The Subrecipient shall notify the City-Parish within 14 days of any changes to staffing or the primary point of contact.

F. **Budget:** The Sub recipient shall not exceed the maximum dollar value of this Agreement. In addition, the Sub recipient further agrees that services/ activities will be provided within the dollar amount allocated for each line item in the budget. Any adjustments to individual line items must be requested in writing by the Sub recipient and are subject to the approval of the City-Parish. Any changes in the budget will be handled by an amendment as referenced in Section IV, F.

1. *Indirect Costs* - Any indirect costs charged must be consistent with the conditions of Section V, A, 2, d of this Agreement.
2. *Joint Funding* - For programs in which there are sources of funds in addition to EBR ARP funds, the Sub recipient shall provide proof of such funding. The City shall not pay for any services provided by the Sub recipient which are funded by other sources. All restrictions and/or requirements that are provided in this agreement relative to accounting, budgeting and reporting apply to the total program regardless of funding sources.
3. *Budget Modifications* - The Sub recipient may submit a request for budget modification via a thirty-day written notice to the City-Parish. Such requests must in writing, which include the amount of funds to be transferred, a justification for the transfer of funds and the impact on the line items that will be affected. Budget modifications may be requested throughout the year, but no later than ninety (90) days prior to the expiration of the performance period. Requests for modifications will be approved by the City through amendment, subject to the following considerations:
  - a) Do not exceed 10% per budget line item.
  - b) If budget modification is less than 10%, then the sub recipient does not have to request a budget modification. The sub recipient will have to notify the City-Parish in writing.
  - c) Do not alter the total amount of compensation subject to or under this agreement
  - d) Will not change the project goals or scope of services
  - e) Continue to meet overall program requirements
  - f) Are in the best interests of the City-Parish and Sub recipient in carrying out the scope of work of this Agreement; and
  - g) Related to salaries, are applicable to salary ordinances or laws

## **SECTION II. NOTICES**

A. **Notices:** Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

**City-Parish**  
**Mayor-President Office**  
**Courtney Scott**  
**222 Saint Louis Street, Suite 301**

**Sub recipient**  
**Sateria Tate-Alexander**  
**AGILE Planning Solutions**  
**9943 Patio Court**

Baton Rouge, Louisiana 70802  
225-389-3100  
[cmscott@brla.gov](mailto:cmscott@brla.gov)

Baton Rouge, LA 70815  
225-806-8621  
[sateria@agileps.org](mailto:sateria@agileps.org)

### SECTION III. SPECIAL CONDITIONS

“No Special Conditions Apply”

### SECTION IV. GENERAL CONDITIONS

- A. Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. At all times, the Sub recipient shall remain an “independent contractor” with respect to the services to be performed under this Agreement. The City-Parish shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Sub recipient is an independent contractor.
- B. Funds Availability: It is expressly understood and agreed by and between the parties hereto that this agreement is wholly conditioned upon the actual receipt by the City-Parish of funds granted by the US Treasury; that all monies to be distributed to the Sub recipient hereunder shall be exclusively from US Treasury funds; and that, if said grant or such funds provided for under this Agreement are not timely forthcoming, the City-Parish may, at its sole discretion, terminate this Agreement and the City-Parish shall not be liable for payment of work or services performed by the Sub recipient under or in connection with this contract. Should the circumstances arise, at a minimum, the City-Parish will provide 60 days’ notice prior to termination related to funds availability.
- C. Hold Harmless: The Sub recipient shall hold harmless, defend and indemnify the City-Parish from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient’s performance or nonperformance of the services or subject matter called for in this Agreement.
- D. Workers’ Compensation: The Sub recipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- E. Insurance & Bonding: The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The Sub recipient shall comply with the bonding and insurance requirements for non-profits and educational institutions and governmental entities as specified in 2 CFR 200. Additional loss payee coverage shall only cover materials and equipment purchased with City-Parish funds under this grant agreement

The Sub recipient shall carry and maintain all insurance required by law or statute, and such other insurance deemed necessary or appropriate for their operations under this contract. It is specifically understood and agreed that the Sub recipient, at its sole cost and expense, shall carry and maintain at all times during the performance of this contract, the following types of insurance:

1. Workers' Compensation and Employers’ Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana. If Contractor is either the bona fide president, vice president, secretary, or treasurer of a corporation who owns not less than ten percent of the stock therein, or a partner with respect to a partnership in which he is employed, or a sole proprietor with respect to such sole proprietorship he may elect not to be covered by Workers’ Compensation as in accordance with Title 23, Section 1035 of the Louisiana State Workers’ Compensation statute as may concern any claims or injuries relating to the City of Baton Rouge and/or the Parish of East Baton Rouge. In such case a Waiver of Workers’ Compensation must be signed and attached to this contract.
2. Commercial General Liability coverage shall be provided with limits of not less than \$1,000,000 for any one Occurrence and if a General Aggregate limit is used, it shall not be less than twice the Occurrence limit.

Coverages are to include Premises-Operations, Personal Injury, Products/Completed Operations and Contractual Liability.

3. Automobile Liability coverage shall be provided with limits of not less than \$1,000,000 for any one occurrence. Coverages are to include all Owned, Hired and Non-Owned Automobiles.
4. The City-Parish shall be named as Additional Insured on all Liability policies. Such insurance coverage shall be written by good and solvent companies authorized by law to carry on business in the State of Louisiana, but in no event, shall such insurance companies having a rating of less than "A-", class IV, in the current annual edition of Best's Key Rating Guide.

- F. City-Parish and US Treasury Recognition: The Sub recipient shall insure recognition of the role of the City-Parish and US Treasury in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- G. Amendments: The City-Parish or Sub recipient may amend this Agreement at any time if such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City-Parish or Sub recipient from its obligations under this Agreement.

At its discretion, the City-Parish may amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City-Parish and Sub recipient. City-Parish will provide written notice to Sub recipient within sixty (60) days of any amendment to this Agreement not requiring a written amendment by both City-Parish and Subrecipient.

- H. Ethics: To the extent a subrecipient meets the definition of a public employee under Louisiana law, then, in accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), such sub recipients to the City-Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, said sub-recipients shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish. In addition, said sub-recipients are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the **only** entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/> Notwithstanding any provision of this Section to the contrary, nothing in this Section shall be construed to imply that Subrecipient is a public employee or that the Louisiana Ethics Code applies to Subrecipient.

- I. Termination for Convenience: In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City-Parish or the Sub recipient, in whole or in part, upon notice by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Notification must be provided in writing at least 30 days prior to the effective date of termination. However, if in the case of a partial termination, the City-Parish determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City-Parish may terminate the award in its entirety.
- J. Breach of Contract: Any violation or breach of terms of this contract on the part of the sub recipient or the Subrecipient's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract

documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law

**K. Cybersecurity Prerequisites:** To the extent that a Subrecipient requires access to City-Parish information technology assets, said subrecipient, including all principals and employees, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets. Notwithstanding any provision of this Section to the contrary, nothing in this Section shall be construed to imply that Subrecipient requires access to City-Parish information technology assets or is required to complete cybersecurity training.

## **SECTION V. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

1. *Accounting Standards* - The Sub recipient agrees to comply with Nonprofits and educational institutions and government entities (2 CFR 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. *Cost Principles* - The Sub recipient shall administer its program in conformance with the applicable provisions of 2 CFR 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
  - a. *Payment Procedures* – Payments may be contingent upon certification of the Sub recipient’s financial management system in accordance with the standards specified in Nonprofits, educational institutions and government entities (2 CFR 200).
  - b. The Sub recipient shall submit invoices for reimbursement in a format prescribed by the City-Parish. Such requests for payment shall be made monthly and submitted by the **15<sup>th</sup> of each month**. The “Request for Payment/Invoice form will be included in the Appendix. The City-Parish will pay to the Sub recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget as provided for in Section I of this Agreement and City-Parish policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. In addition, the City-Parish reserves the right to liquidate funds available under this contract for costs incurred by the City-Parish on behalf of the Sub recipient. Verifiable supporting documentation of expenditures, plus proof of payment all acceptable to the City-Parish shall be submitted prior to any payment by the City-Parish to the Sub recipient. Supporting documents shall give the total of said monthly expenses and shall also include itemized expenditures.
  - c. The Sub recipient shall submit its final reimbursement request to the City-Parish no later than **June 30, 2026**.
  - d. *Indirect Costs* – If indirect costs are charged, the Sub recipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the City-Parish for approval, within 14 days of the execution of the Agreement. No indirect costs will be paid without the City-Parish approval of the Sub recipient’s Indirect Cost Plan.

### **B. Asset Management and Procurement**

1. *Management of Assets:* The Sub recipient will be responsible for ensuring all assets including but not limited to financial and physical property provided for under this Agreement are administered and maintained in accordance with all applicable US Treasury SLFRF, EBR ARP and other federal, state and local requirements.

2. Procurement: The Sub recipient shall comply and procure all supplies and other expendable property, equipment, real property and other services secured with EBR ARP funds in accordance with the requirements at 2 CFR 200 for non-profits and educational institutions and governmental entities. The Sub recipient shall be responsible for the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Agreement. This includes disputes, claims, and protests of award, source evaluating or other matters of a contractual nature. Further, the Sub recipient shall comply with the City-Parish's current policy concerning the purchase of equipment.
3. Accountability: The Sub recipient shall be responsible for the proper maintenance, security and documentation of all items procured with EBR ARP funds through this Agreement. The Sub recipient will maintain inventory records of all non-expendable personal property as defined by the EBR ARP program policies and procedures.
4. Reversion of Assets: Upon expiration or termination of the Agreement, any remaining EBR ARP funds and disposition of real property and equipment provided for under this Agreement shall be transferred or disposed of in compliance with the requirements of 2 CFR 200 as applicable, which include but are not limited to the following:
  - a. The Sub recipient shall transfer to the City-Parish any EBR ARP SLFRF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
  - b. All unexpended program income shall be returned to the City-Parish at the end of the contract period.
  - c. In all cases in which equipment acquired, in whole or part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement was used to acquire the equipment). Equipment needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the City-Parish for the EBR ARP program or (b) retained after compensating the City-Parish (an amount equal to the current fair market value of the equipment less the percentage of non-EBR ARP funds used to acquire the equipment).

### C. Reporting Requirements

1. Progress Reports: The Sub recipient shall provide a progress summary on a quarterly basis to the City-Parish representative with any request for reimbursement. Progress summaries will be submitted in a format prescribed by the City-Parish, which provide at a minimum accomplishment and beneficiary data and are sufficient to satisfy the City-Parish's reporting requirements to the U.S. Treasury. See Section I.B for additional reporting requirements
2. Requests for Reimbursement: The Sub recipient will submit all requests for reimbursement and invoices on a monthly basis. Such reports and requests are to be submitted by the 15<sup>th</sup> of each month on the form in **Appendix C**. The final request for reimbursement of funds must be submitted to the City-Parish by **June 30, 2026**. Sub recipient shall submit to the City-Parish all applicable paycheck stubs or bank statements, as well as time and attendance records, as documentation of employee wages included in requests for reimbursement. No funds shall be disbursed to the Sub recipient unless and until satisfactory evidence has been presented to the City-Parish that all requirements of this grant have been met and that all costs have been incurred pursuant to this agreement and the approved project budget. They City-Parish will not reimburse the Sub recipient for costs incurred prior to the date of this agreement.
3. Close-out Reports: The Sub recipient will submit all reports as requested by the City-Parish in the format prescribed in order to close-out this grant.

- D. Client Data: The Sub recipient shall maintain client data, as required by the EBR program, demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City-Parish monitors or their designees for review upon request.
1. *Disclosure* - The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City-Parish's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this section or which is required to be disclosed to any regulatory authority in the lawful and appropriate exercise of its jurisdiction over City-Parish or Subrecipient.
- E. Close-outs: The Sub recipient's obligation to the City Parish shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City-Parish), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over EBR ARP funds, including program income.
- F. Audit & Inspections: All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the City-Parish, U.S. Treasury, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current City-Parish policy concerning Sub recipient audits and 2 CFR 200.501 et seq.

## **SECTION VI. ENVIRONMENTAL CONDITIONS**

- A. The Sub recipient agrees that all activities performed with EBR ARP funds shall comply with all applicable federal, state and local environmental and historic preservation regulations. to comply with the following requirements insofar as they apply to the performance of this Agreement:

## **SECTION VII. EBR ARP TERMS AND CONDITIONS**

- A. Use of Funds. THE SUBRECIPIENT understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

THE SUBRECIPIENT will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

- B. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, THE SUBRECIPIENT may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
- C. Reporting. THE SUBRECIPIENT agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- D. Maintenance of and Access to Records. THE SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of THE SUBRECIPIENT in order to conduct audits or other investigations.

Records shall be maintained by THE SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

- E. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- F. Administrative Costs. THE SUBRECIPIENT may use funds provided under this award to cover both direct and indirect costs.
- G. Cost Sharing. Cost sharing or matching funds are not required to be provided by THE SUBRECIPIENT.
- H. Conflicts of Interest. THE SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. THE SUBRECIPIENT and their Subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- I. Compliance with Applicable Law and Regulations.
  - 1. THE SUBRECIPIENT agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and THE SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - 2. Federal regulations applicable to this award include, without limitation, the following:
    - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2
    - e. C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
    - f. THE SUBRECIPIENT Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - g. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - h. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - i. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and

implementing regulations.

j. Generally applicable federal environmental laws and regulations.

3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

J. Remedial Actions. In the event of THE SUBRECIPIENT's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

K. Hatch Act. THE SUBRECIPIENT agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

L. False Statements. THE SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

M. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of THE SUBRECIPIENT] by the U.S. Department of the Treasury."

N. Debts Owed the Federal Government.

1. Any funds paid to THE SUBRECIPIENT (1) in excess of the amount to which THE SUBRECIPIENT is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by THE SUBRECIPIENT shall constitute a debt to the federal government.
2. Any debts determined to be owed the federal government must be paid promptly by THE SUBRECIPIENT. A

debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the THE SUBRECIPIENT knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

O. Disclaimer.

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

P. Protections for Whistleblowers.

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

Q. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE SUBRECIPIENT should encourage its employees, and their Subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and THE SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

R. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE SUBRECIPIENT should encourage its employees, and their Subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and THE SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

S. Equal Employment Opportunity. During the performance of this contract, THE SUBRECIPIENT agrees as follows:

1. THE SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race,

color, religion, sex, sexual orientation, gender identity, or national origin. THE SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. THE SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. THE SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of THE SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. THE SUBRECIPIENT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with THE SUBRECIPIENT's legal duty to furnish information.
4. THE SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of THE SUBRECIPIENT's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. THE SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. THE SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of THE SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and THE SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. THE SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. THE SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, THE SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

The subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- T. Davis Bacon Act. When required by federal program legislation, or local program policy, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

THE SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "AntiKickback" Act (40 U.S.C. 276a-276a-5•, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. THE SUBRECIPIENT shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

- U. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded

by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE SUBRECIPIENT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  3. Withholding for unpaid wages and liquidated damages. The subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by THE SUBRECIPIENT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  4. Subcontracts. THE SUBRECIPIENT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- V. Clean Water Act/ Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

THE SUBRECIPIENT hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

1. THE SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
2. If this contract is funded by federal dollars, THE SUBRECIPIENT agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

3. If this contract is funded by federal dollars, THE SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

W. Debarment & Suspension. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, THE SUBRECIPIENT is required to verify that none of THE SUBRECIPIENT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

THE SUBRECIPIENT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City-Parish. If it is later determined that THE SUBRECIPIENT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City-Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The subrecipient agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The subrecipient shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

X. Byrd Anti-Lobbying Act. Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). THE SUBRECIPIENT will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Y. Procurement of Recovered Materials (2 C.F.R. 200.322). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Z. Surveillance Services or Equipment. A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

**AA. Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**BB. Termination for Cause or Convenience; Suspension.** The City-Parish may exercise any rights available under Louisiana law to terminate for cause upon the failure of the subcontractor to comply with the terms and conditions of this contract, provided that the City-Parish shall give THE SUBRECIPIENT written notice specifying THE SUBRECIPIENT's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to THE SUBRECIPIENT.

Upon termination for cause or convenience, THE SUBRECIPIENT shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, THE SUBRECIPIENT shall be

compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, THE SUBRECIPIENT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of THE SUBRECIPIENT's services.

CC. Remedies. If any work performed by THE SUBRECIPIENT fails to meet the requirements of the AGREEMENT, CITY-PARISH may in its sole discretion:

1. elect to have THE SUBRECIPIENT re-perform or cause to be re-performed at THE SUBRECIPIENT's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
2. hire another Subrecipient to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Subrecipient from any amounts due to THE SUBRECIPIENT; or
3. pursue and obtain any and all other available legal or equitable remedies.

DD. Energy Policy and Conservation Act: THE SUBRECIPIENT hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

EE. Copeland Anti-Kickback Act:

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

FF. No Obligation by Federal Government. The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.

GG. Program Fraud and False or Fraudulent Statements or Related Acts. THE SUBRECIPIENT acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE SUBRECIPIENT's actions pertaining to this AGREEMENT.

HH. Force Majeure: Any delay or failure of THE SUBRECIPIENT in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE SUBRECIPIENT and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE SUBRECIPIENT shall receive an equitable adjustment extending THE SUBRECIPIENT's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE SUBRECIPIENT's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE SUBRECIPIENT.

## **SECTION VIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **SECTION IX. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## **SECTION X. WAIVER**

The failure of any party to act with respect to a breach by the other does not waive the non-breaching party's right to act with respect to subsequent or similar breaches. The failure of any party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **SECTION XI. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the City-Parish and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City-Parish and the Subrecipient with respect to this Agreement.

## **SECTION XII. GOVERNING LAW AND VENUE**

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this agreement shall be in the Nineteenth Judicial District Court., Parish of East Baton Rouge, State of Louisiana.

**{Signatures on the following page.}**

**SUBRECIPIENT ENTITY**

**BY:** \_\_\_\_\_

AGILE Planning Solutions

\_\_\_\_\_

Date

**WITNESSES:**

\_\_\_\_\_

AGILE Planning Solutions (Signature)

\_\_\_\_\_

AGILE Planning Solutions (Signature)

**CITY OF BATON ROUGE AND  
PARISH OF EAST BATON ROUGE**

\_\_\_\_\_

Honorable Sharon Weston Broome  
Mayor-President

\_\_\_\_\_

Date

**WITNESSES:**

\_\_\_\_\_

For Mayor-President (Signature)

\_\_\_\_\_

For Mayor-President (Signature)

**APPROVED:**

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Courtney Scott  
Assistant Chief Administrative Officer

---

Date

**APPROVED as to form:**

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OFFICE OF PARISH ATTORNEY

### **Article III: Status of Service Provider**

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City-Parish and the Service Provider's representative by signature hereto expressly waives and relinquishes any such rights.

### **Article IV: Conflict of Interest and Louisiana Code of Ethics**

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City/Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish. In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the *only* entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/>.

### **Article V: Insurance**

**Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$600,000. A certificate of insurance evidencing the required coverage as noted in Attachment "B" shall be provided prior to final execution of the contract and commencement of work.**

**Contractor understands that Louisiana Law requires certain employers to maintain workers compensation insurance. [The Contractor shall attest that he is exempt from this statutory requirement as evidenced by the attached waiver of worker's compensation.]**

## Appendix A- 1

### AGILE Planning Solutions' Operation of Baton Rouge Community Street Team (BRCST)

In direct support of SHH Initiative, specifically focused on Community Based Violence Intervention (CVI), the Department hereby engages the services of Service Provider, with said services to be rendered:

The Baton Rouge Community Street Team (BRCST) is community centric in every aspect including workforce recruitment. One of the key components of this program is the selection of community members who are personally committed, understands the culture of the community, has respect & connection within the community, and possesses the ability to be unbiased and impartial while managing conflict. These individuals will receive training that will provide them the toolkits necessary to effectively influence and interrupt the cycles of violence that impacts their area(s) of focus. In addition, their efforts will be documented and tracked for trends and effectiveness. This data will allow our program administrators to iterate and adjust approaches as necessary to address the changing needs of the community.

In addition to recruitment, The Baton Rouge Community Street Team has identified four core communal program strategies to reduce violence:

1. Recruit and build a dynamic team from target communities: Identify, train and deploy non-traditional credible leaders from within the community to serve as Outreach Workers.
2. Provide casework to high-risk mentees, intervene and mediate conflicts between individual(s) and/or rival groups identified within and/or reported by Baton Rouge Community members as part of our High-Risk Intervention efforts. Involved youth in the target communities via Safe passage and High-Risk Intervention.
3. Increase access and awareness to Trauma informed healing and recovery services for victims/survivors of violence through direct services, advocacy and public educational forums.
4. Coordinate with citywide public safety initiatives through the Mayor Broome's Safe, Hopeful, Healthy initiative (i.e. BRPD, EBR Sheriff's Department, ReCAST, Courts, etc.)

#### Scope of Professional Services

- Manage, recruit, and build a dynamic team from target communities to carry out BRCST core communal program strategies.
- Identify, train and deploy non-traditional credible leaders from within the community to serve as Outreach Workers.
- Document and track for effectiveness of BRCST Program.

CITY-PARISH OF EAST BATON ROUGE AMERICAN RESUCE PLAN PROGRAM  
**SUBRECIPIENT REQUEST FOR REIMBURSEMENT FORM**

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SUB RECIPIENT

EBR ARP GRANT NO.

LOCATION/SITE

PERIOD COVERING TO

DESCRIPTION OF WORK PERFORMED

DATES WORKED	CONTRACTOR	BILLING/INVOICE NUMBER	AMOUNT	COMMENTS - SCOPE
<b>GRAND TOTAL</b> →			<b>\$0.00</b>	



