

COOPERATIVE ENDEAVOR AGREEMENT**BY AND BETWEEN****THE CITY OF NEW ORLEANS****AND****AGENDA FOR CHILDREN, INC.**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Agenda for Children, Inc., represented by Jennifer Roberts, Chief Executive Officer (the "**Contractor**"). The City and the Contractor may sometimes each be referred to as a "**Party**" or collectively as the "**Parties**." The Agreement is effective as of **June 30, 2023** (the "**Effective Date**").

RECITALS

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

WHEREAS, the Contractor is a non-profit corporation, which principal address is located at 8300 Earhart Blvd., Suite 201, New Orleans, Louisiana 70118;

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

WHEREAS, on April 30, 2022, Orleans Parish voters overwhelmingly approved an early childhood millage, or a special tax of 5 mills on all taxable property within Orleans Parish for a period of twenty years (*i.e.*, January 1, 2023 through December 31, 2042), with all tax proceeds dedicated exclusively to programs and capital investments that provide childcare and educational opportunities for Orleans Parish children who have not yet entered kindergarten, and with an estimated collection during the initial year of \$21,274,959 ("**Special Tax**");

WHEREAS, on August 26, 2022, and effective April 30, 2022, the City, the Contractor, and the Orleans Parish School Board entered into a cooperative endeavor agreement for the City to fund the enrollment of children into early childhood education programs and the expansion of the coordinated early childhood education system;

WHEREAS, the City and the Contractor now desires to enter into a another cooperative endeavor agreement, whereby the City will provide funds to the Contractor, so the Contractor can pay additional compensation as reasonable recompense for valuable performance or service for which the childcare teacher employed in a Type III childcare center in Orleans Parish is not otherwise adequately compensated and is well deserving;

WHEREAS, the City and the Contractor now desire to accomplish a valuable public purpose of supporting educators, children, and families by increasing retention and recruitment of qualified and well-deserving childcare teachers and providing young children with access to early childhood education programs; and

WHEREAS, the Contractor will develop an application system to pay additional compensation to qualified Type III childcare teachers

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

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. The Contactor will:

1. Pursuant to this Agreement, create an application for Type III childcare centers to apply to receive funding to distribute one-time bonuses to childcare teachers;
2. Agree and acknowledge that the City will be required to review and approve the application process prior to the public release;
3. Establish program guidelines including bonus schedule and other requirements that childcare centers will be required to abide by;
4. Upon receipt and approval of an application from an eligible childcare center, the Contractor will distribute payment to the childcare center;
5. The Contractor will be required to sign an agreement with each childcare center prior to the release of payment;
6. Establish a verification process that each childcare center must follow that verifies number of childcare teachers employed by each childcare center and ensures bonuses are distributed accurately;
7. List the City as a financial supporter of the Contractor in all promotional materials and on the Contractor's website, and work with the City's communications team, as needed; and
8. Provide to the City with written quarterly progress reports (Exhibit "A") outlining the Contractor's resources, initiatives, activities, services, and performance consistent with the Contractor's obligations under this Agreement and quarterly cost reports (Exhibit "B") which provide detailed cost information outlining the use of the above referenced appropriated funds. Exhibit "A" - Progress Report and Exhibit "B" - Cost Report are attached to this Agreement and made part hereof. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contractor, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the City on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30.
9. Provide a final report to the City at the termination or expiration of this Agreement, detailing the services/deliverables accomplished with the use of funds received in connection with this Agreement, confirming that all funds were used for the intended purpose(s), and any providing any and all evaluation findings;

10. Submit the final report electronically to Jack Shaevitz (email jack.shaevitz@nola.gov) and Asya Howlette (email Asya.howlette@nola.gov) no later than thirty (30) days following the termination or expiration of this Agreement;

11. Timely comply with all reasonable requests by the City pertaining to this Agreement;

12. Before modifying the scope of services and/or deliverables contemplated in this Agreement, submit any proposed changes to the City in writing in advance of their implementation;

13. Obtain written approval from the City before implementing any changes and/or modifications to the scope of services and/or deliverables hereto; and

14. Invoice. Submit quarterly invoices (unless agreed otherwise between the parties to this Agreement) to the City electronically, via the City's supplier portal (BRASS), 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. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. At a minimum, each invoice must include, at a minimum, the following information:

- a. Name of Contractor;
- b. Date of Invoice;
- c. Invoice Number;
- d. Contract or Purchase Order Number issued by the City (*i.e.*, K#);
- e. Name of the City Department to be invoiced (*i.e.*, Office of Youth and Families);
- f. Brief description of the services or deliverables the Contractor will be providing, provided, however, the Contractor will provide the City with additional details regarding the services and deliverable performed in the Contractor's quarterly progress reports,
- g. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

15. A copy of the invoices and any supporting documentation, including the Progress Report and Cost Report, must also be submitted via mail, email, or fax to:

Asya Howlette, Director of the Office of Youth and Families
City of New Orleans
1300 Perdido Street, Suite 4W09 New Orleans, LA 70112
Email: Asya.howlette@nola.gov

ARTICLE II - THE CITY'S OBLIGATIONS

A. The City will:

1. Administer this Agreement through the Office of Youth and Families (the "Department");

2. Provide funding as set forth herein; and
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

ARTICLE III – FUNDING OR COMPENSATION

A. **Child Care Worker Bonuses.** The City shall pay the Contractor two separate payments of \$1,140,000 to fund one-time wage enhancements to childcare teachers in Orleans Parish following the schedule below and in accordance with Article I Section 14:

1. June 30, 2023; and
2. December 1, 2023

B. **Administrative Cost Amount.** The City shall pay the Contractor a 5% administrative fee, which shall not exceed \$10,000.00 per month, or **\$120,000.00** during the initial term of the Agreement.

C. **Maximum Amount.** The maximum amount funded by the City under this Agreement is **\$2,400,000.00**.

1. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

2. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

3. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

D. **Payment.** Unless otherwise agreed to by the City, the payment terms are NET 30 days upon the Contractor's delivery and the City's acceptance of the services contemplated in this Agreement and/or upon the City's receipt of the properly submitted, complete, and accurate invoice via the City's supplier portal. The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice to the City; (b) satisfactory performance of the services and conditions required by this Agreement;
2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
3. The City may set off any amounts due to the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

E. **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 Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations."

ARTICLE IV - DURATION AND TERMINATION

A. **Term.** The term of this agreement shall be for 1 year from the Effective Date through December 31, 2023.

B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

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

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

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.

ARTICLE V - INDEMNITY

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns

(collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

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

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

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

ARTICLE VI - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

1. Minimum Requirements:

- a. Commercial General Liability (CGL).** Insurance Services office Form, covering CGL on an “occurrence” basis, including, products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence.
- b. Abuse and Molestation Coverage.** Either by endorsement to the CGL Policy or by separate policy with limits no less than \$1,000,000.00 per claim.
- c. Workers' Compensation & Employers Liability** Insurance in compliance with the applicable Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.00 per accident for bodily injury or disease.

Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as

a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

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

- a. **Additional Insured Status:** The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this Agreement; General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

The Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked "Y" or Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

- b. **Primary Coverage:** For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.
- c. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Agreement.
- d. **Waiver of Subrogation:** The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
- e. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.
- f. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

B. The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: Agenda for Children) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

1. Proof of coverage for each policy of insurance required by this Agreement; and
2. Copies of all policies of insurance, including all policies, forms, and endorsements.

C. Without notice from the City, the Contractor will:

1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
2. 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;
3. 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; and

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

ARTICLE VII - PERFORMANCE MEASURES

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

B. Failure to Perform. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII – LIVING WAGES

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 Contractor 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. Current 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.

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

F. Reporting. On or before January 31st and upon request by the City, the Contractor 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

G. 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 Contractor 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 Contractor 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 Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor 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 IX - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, 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 Contractor'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 Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

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

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

ARTICLE X - INDEPENDENT CONTRACTOR

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

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

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

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

ARTICLE XI - 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:

Asya Howlette, Director of the Office of Youth and Families
City of New Orleans
1300 Perdido Street, 4W09
New Orleans, LA 70112

&

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

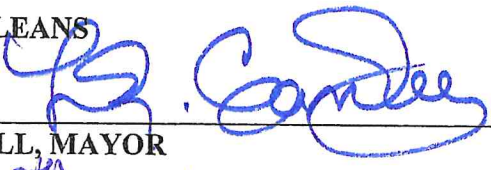
2. To the Contractor:

Jennifer Roberts, CEO
Agenda for Children, Inc.
8300 Earhart Blvd., Suite 201
New Orleans, LA 70118

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.

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

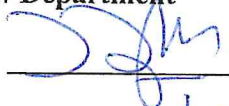
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 19th of May, 2023.

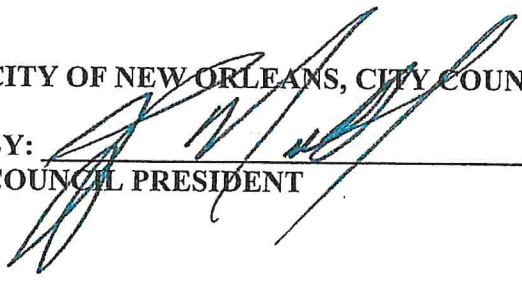
FORM AND LEGALITY APPROVED:

Law Department

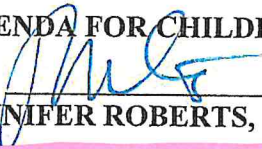
By: 

Printed Name: Tracy Miller

CITY OF NEW ORLEANS, CITY COUNCIL

BY: 
COUNCIL PRESIDENT

AGENDA FOR CHILDREN

BY: 
JENNIFER ROBERTS, CHIEF EXECUTIVE OFFICER

TAX I.D. 

[EXHIBIT "A" & "B" ATTACHED ON THE NEXT PAGE(S)]

EXHIBIT "A"

Progress Report for the Period of _____ to _____
AGENDA FOR CHILDREN, INC.

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Contact Name: _____

Telephone: (____) _____ Fax : (____) _____

Goal:	
Objective(s):	
Activity(Activities) Performed:	
Performance Measure(s):	%, \$ amt. or number complete

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

AGENDA FOR CHILDREN, INC.

BY: _____
JENNIFER ROBERTS, CHIEF EXECUTIVE OFFICER

DATE

[EXHIBIT "B" ATTACHED ON THE NEXT PAGE(S)]

EXHIBIT "B"

Cost Report for the Period of _____ to _____
AGENDA FOR CHILDREN, INC.

Expense Category	Quarterly Expenditures	Total Cumulative Expenditures	Balance Remaining
Gross Salaries			
Related Benefits (employer share			
Travel			
Operating Services:			
Advertising			
Printing			
Insurance			
Maintenance of Equipment			
Maintenance of Office and Grounds			
Rentals			
Software licensing			
Dues and Subscriptions			
Telephones and Internet Service			
Postage			
Utilities			
Other			
Office Supplies			
Professional Services			
Other Charges			
Acquisitions & Major Repairs			
Totals	\$	\$	\$

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

AGENDA FOR CHILDREN, INC.

BY: _____
JENNIFER ROBERTS, CHIEF EXECUTIVE OFFICER

DATE

[END OF AGREEMENT]