

K23-123

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

EDNAVIGATOR, INC.

THIS FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT (the “**Amendment**”) is made and entered into by, between and among the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”) and **EDNAVIGATOR, INC.** represented by Tim Daly, Chief Executive Officer (the “**Contractor**” or “**EdNavigator**”). The City and OPSO may be collectively referred to herein as the “**Parties**.” This Amendment will be effective as of **June 8, 2022** (the “**Effective Date**”).

RECITALS

WHEREAS, on and effective as of June 8, 2021, the City and the Contractor entered into a Cooperative Endeavor Agreement (the “**Agreement**”) for the Contractor to provide education support services to employees with school-aged children in their families, including access to The Busy Family’s Guide to School, a comprehensive, web-based guide for parents and caregivers that serves as a one-stop reference for supporting a child’s education from infancy to adulthood, one-on-one consultations with the Contractor’s national team of Navigators, and referrals to the Contractor’s specialty practices for employees in need of more focused, long-term support in the areas of school readiness and success, K-12 academic support, special education support, and college and career planning;

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

WHEREAS, the Contractor is a Non-Profit Corporation or Co-op (Non-Louisiana), which principal address is located at 3205 Orleans Avenue, New Orleans, LA 70119;

WHEREAS, the Contractor will make personal education advising services available, free of charge, to City employees, including City Employees who have children, grandchildren, nieces, and nephews in NOLA Public Schools (according to data provided by the New Orleans Civil Service Commission, the total current headcount is approximately 4,700 across departments);

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

WHEREAS, the City and the Contractor desire to accomplish the valuable public purpose of retaining qualified employees interested in pursuing a career in public sector, attracting job applicants, keeping employees happy and productive, supporting youth and families in the community, and supporting public education;

WHEREAS, the City will administer this Agreement through the City's Office of Youth and Families or the City's Chief Administrative Office, at the City's sole discretion;

WHEREAS, the City will provide the Contractor with employee contact information of any employees who desire to participate in this cooperative endeavor, including names, phone number, email address, department, job title, job location, and number of dependent children under 18;

WHEREAS, the City will provide the Contractor with an opportunity to spread awareness about the Contractor's benefits;

WHEREAS, the City will provide the Contractor with a point person who shall serve as EdNavigator's contact and help making employees aware of the services offered; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term for an additional one (1) year, to increase the maximum aggregate amount of compensation, and to reaffirm, modify, and/or add certain terms and provisions.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Extension.** In accordance with Article IV Section B of the Agreement, this Amendment shall extend the Term for an additional one (1) year through **June 7, 2023**, 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.

2. **Maximum Amount.** The maximum amount funded or payable by the City under this Agreement is increased from \$35,655 per year for Year 1 to \$73,093 per year for Year 2 (*i.e.*, the Maximum Amount payable for the Term extending from June 8, 2022, through June 7, 2023, shall not exceed \$73,093). The Parties agree and acknowledge that the City is under no obligation to extend this Agreement past June 7, 2023, and the Agreement will not automatically renew, as no amendment of or modification to this Agreement shall be valid unless and until executed by the duly authorized representatives of both parties to this Agreement in accordance with Article XII Section A of the Agreement.

3. **Rate of Compensation.** In accordance with Article I Section B, the Parties agree to increase the rate of compensation, as the Contractor will invoice the City a flat rate not to exceed \$6,091.08 per month during Year 2 of this Agreement.

4. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed and/or added to the Agreement:

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 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 these provisions.

D. Termination for Breach. 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.

5. Prior Terms Binding. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

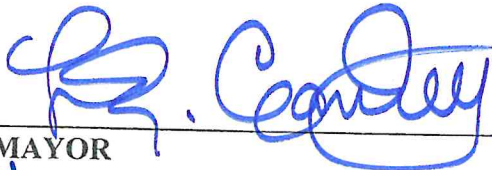
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

7. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]
[The remainder of this page is intentionally left blank.]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 22nd of MARCH, 2023

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tran Tran

EDNAVIGATOR, INC.

BY: 
TIM DALY, CEO


TAX I.D.

[END OF AMENDMENT]