

K22-511

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
THE NEW ORLEANS RECREATION DEVELOPMENT COMMISSION
AND
BOYS & GIRLS CLUBS OF METRO LOUISIANA, INC.
2022 NORD SUMMER CAMP – YOUTH CAMP

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), the New Orleans Recreation Development Commission, represented by Brian P. Egana, Chairman (“**NORD**”), and Boys & Girls Clubs of Metro Louisiana, Inc., represented by Angel Nelson, Chief Operating Officer (the “**Contractor**”), which are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” This Agreement is effective as of May 1, 2022 (the “**Effective Date**”).

RECITALS

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

WHEREAS, the City, through NORD, owns and operates playgrounds and recreation centers known as New Orleans Recreational Development Parks and Facilities (the “**NORD Parks and Facilities**”);

WHEREAS, the Contractor is a Non-Profit Corporation, organized to create educational, recreational, and economic opportunities in Council Districts C and D of the City, which principal address is located at 230 North Carrollton Avenue, Suite 102, New Orleans, LA 70119;

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, Section 4-206 of the Home Rule Charter of the City of New Orleans authorizes the Mayor to study, devise, and implement programs to improve housing and neighborhood conditions in the City and to study, devise, and implement programs to foster the

recovery and economic development of the City;

WHEREAS, Section 2-318 of the New Orleans City Code authorizes NORD to: plan, supervise, and conduct a comprehensive and coordinated program of cultural and physical recreation; promote cooperative planning with public and private entities concerned with recreation; manage, maintain and operate recreational facilities owned or operated by the City of New Orleans; and perform other related duties as may be provided by ordinance of the City Council;

WHEREAS, the Contractor will provide educational and/or recreational opportunities to the City's youth and/or teens;

WHEREAS, the City, through NORD, will provide funding to the Contractor, access to NORD personnel, and access to NORD Parks and/or Facilities (if applicable), as mutually agreed upon between NORD and the Contractor, and

WHEREAS, the City, NORD, and the Contractor desire to accomplish the valuable public purpose of providing educational, recreational, and/or economic opportunities for the City's youth and/or teens.

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

ARTICLE I – THE CITY'S OBLIGATIONS

A. The City shall administer this Agreement through NORD.

ARTICLE II – NORD'S OBLIGATIONS

A. *The following obligations are applicable to all NORD Summer Camp CEAs.*

1. NORD shall:

- a. Provide access to NORD personnel to discuss any obligations during normal working hours, as reasonably requested by the Contractor;
- b. Conduct site visits to the NORD Summer Camp Site, as necessary;
- c. Provide the Contractor with NORD's Summer Camp Manual to orient the Contractor to NORD's operations, policies, and procedures;
- d. Provide funding to the Contractor, as outlined in **Exhibit "A"**, subject to budget appropriations;
- e. Provide Summer Camp t-shirts and brochures to the Contractor;
- f. Conduct surveys with Summer Camp participants, staff members, and volunteers during the last 1 – 2 weeks of the Summer Camp;
- g. Collect any unspent funding from the Contractor following the expiration of

this Agreement; and

B. The following obligations are only applicable to NORD Summer Camp CEAs located at a designated NORD Park and/or Facility.

1. NORD shall:

- a. Provide access to the designated NORD Park and/or Facility (the “**NORD Summer Camp Site**”), pursuant to Exhibit “A”, attached hereto and made a part hereof;
- b. Conduct a walk-through of the NORD Summer Camp Site with the Contractor;
- c. Take all reasonable efforts to ensure that the NORD Summer Camp Site is available for use and promptly notify the Contractor in writing if the NORD Summer Camp Site becomes unavailable for any reason; and
- d. If applicable, make a good-faith effort to relocate the Contractor to a comparable City or NORD Park and/or Facility within the funded district if the NORD Summer Camp Site becomes unavailable due to any action or inaction from the City or NORD.

ARTICLE III – THE CONTRACTOR’S OBLIGATIONS

A. The following obligations are applicable to all NORD Summer Camp CEAs.

1. The Contractor shall:

- a. Provide programming at the Summer Camp Site(s), as mutually agreed upon between NORD and the Contractor, pursuant to Exhibit “A”, attached hereto and made a part hereof;
- b. Ensure that a parent or legal guardian of each participant sign the Assumption of Risk, Liability Waiver & Release (the “**Release**”) attached hereto as Exhibit “B”;
- c. Submit to NORD signed Assumption of Risk, Liability Waiver & Release, for each camp participant by June 1, 2022;
- d. Refrain from charging or collecting any fees, including, but not limited to, fees associated with weekly field trips, transportation, t-shirts, and IDs, from Summer Camp participants without NORD’s prior written approval, except as otherwise specified herein;
- e. Operate the curriculum or programming for the NORD Summer Camp(s) described herein, coordinate all necessary arrangements, ensure timely payments for meals and staffing, and adherence to COVID-19 operational guidelines, pursuant to Exhibit “A”;

- f. Operate the NORD Summer Camp(s) in accordance with the NORD-approved partnership application and budget, while maintaining 100% of approved enrollment and 90% average daily attendance of actual enrollment weekly throughout the duration of the NORD Summer Camp(s);
- g. Adhere to the policies and procedures outlined in the NORD Summer Camp Manual, including, but not limited to, Emergency Procedures, Incident Reports, Fire and Safety, and Evacuation Procedures, to ensure the safety of all program participants, while on the premises of the NORD Summer Camp Site(s);
- h. Place the NORD logo on all printed materials produced by the Contractor for the NORD Summer Camp(s), including, but not limited to, press releases, banners, written communication, brochures, t-shirts, and other promotional materials. The NORD logo cannot be altered in any way, including, but not limited to, condensing the size, changing the colors, deleting or rearranging any elements, or rotating the position. Materials with the NORD logo must be approved by NORD prior to distribution to ensure the logo is not distorted or used incorrectly;
- i. Require the Contractor's NORD Summer Camp staff members to attend the following events, including:
 - i. All monthly NORD Summer Camp meetings during the term of this Agreement;
 - ii. Mandatory training sessions; and
 - iii. The NORD Summer Camp personnel meeting.
- j. In accordance with NORD's list of approved expenditures previously provided to the Contractor, ensure that all funding from the City and program income is used directly for the NORD Summer Camp(s) described in this Agreement. The City will collect any unspent funding following the expiration of this Agreement;
- k. Ensure that at least 2 on-site staff members at each NORD Summer Camp Site possess cardiopulmonary resuscitation ("CPR") and First Aid certification from a nationally accredited provider; or one on-site staff member at each NORD Summer Camp Site, if there is only one on-site staff member; and
- l. Maintain and ensure a safe and drug/alcohol/weapon/smoke-free program environment during service delivery.

B. *The following obligations are applicable to all NORD Summer Youth Camp CEAs.*

- 1. The Contractor shall:
 - a. Operate the NORD Summer Youth Camp for total number of weeks specified in Exhibit "A";
 - b. Agree to limit all combined program income, including, but not limited to, registration fees, weekly camp fees, and one-time enrollment fees, based on

NORD's approved enrollment numbers, so as to ensure that the Contractor is compliant with the Funding Formula in Exhibit "A";

- c. By May 28, 2022 (unless otherwise agreed to by NORD in writing), conduct a Summer Camp Orientation for all participants, participants' parents, the Contractor's staff members, and volunteers, as prescribed by the NORD Camp Manual, and submit the date, time, and location of the Summer Camp Orientation to NORD's Youth Program Manager for NORD's Summer Youth Camp;
- d. By May 28, 2022 (unless otherwise agreed to by NORD in writing), provide a Master Service Delivery Schedule (the "Schedule") to NORD's Youth Program Manager for NORD's Summer Youth Camp, and perform all obligations under this Agreement according to said Schedule;
- e. By May 28, 2022 (unless otherwise agreed to by NORD in writing), provide NORD's Youth Program Manager an alternate daily schedule in case of mandatory maintenance or closure at the NORD Summer Youth Camp Site and adhere to same;
- f. By May 28, 2022 (unless otherwise agreed to by NORD in writing), submit the Contractor's NORD Summer Youth Camp personnel roster to NORD's Youth Program Manager, which shall include, but is not limited to, roles/responsibilities, salaries, resumes, and contact information;
- g. By May 28, 2022 (unless otherwise agreed to by NORD in writing), submit completed New Orleans Police Department ("NOPD") background check forms and a copy of valid State identification for all of the Contractor's NORD Summer Youth Camp on-site personnel to NORD's Youth Program Manager, pending availability of NOPD Division;
- h. Provide NORD's Youth Program Manager with the Contractor's NORD Summer Youth Camp Site Coordinator/Director's name and contact information;
- i. Select qualified staff members with at least 2 years of youth programming experience to facilitate services to NORD's Summer Youth Camp participants, as follows: all NORD Summer Youth Camp staff members must be at least 18 years of age or have the equivalent of a high school diploma;
- j. Submit the daily attendance log/sign-in sheet for NORD's Summer Youth Camp electronically to NORD's Youth Program Manager by 10:00 a.m. each day during the Summer Camp;
- k. Disseminate NORD surveys to NORD's Summer Youth Camp participants' parents and collect upon completion. The surveys must be returned to NORD's Youth Program Manager, along with all reporting documents, during the scheduled exit interview, to be conducted before July 31, 2022;

- l. By May 28, 2022, (unless otherwise agreed to by NORD in writing), submit "Darkness to Light" certificates of completion for all NORD's Summer Youth Camp on-site staff members to NORD's Youth Program Manager prior to the execution of this Agreement;
- m. Complete and submit all Community Development Block Grant ("CDBG") documents to NORD's Youth Program Manager for NORD's Summer Youth Camp, as required by the Office of Community Development by the 5th day of each month. These documents shall include:
 - i. Monthly Reporting Requirements;
 - ii. The Direct Benefits Form; and
 - iii. The Program Income Form.
- n. Provide monthly expense reports, income statements, invoices, and all supporting documents for NORD's Summer Youth Camp to NORD's Youth Program Manager, promptly, but no later than the 5th day of the subsequent month (i.e., July 5th and August 5th). Supportive documentation shall include, but is not limited to:
 - i. Receipts for all funds collected (Registration Fees, Early Arrival and After Care Fees, etc.);
 - ii. Receipts for materials, supplies, and/or equipment related to this Summer Camp;
 - iii. If applicable, facility costs, including, but not limited to, rent and utilities;
 - iv. Invoices from third parties for services (e.g. transportation) with receipts verifying payment;
 - v. Check stubs for the Contractor's employee payroll pursuant to this Agreement; and
 - vi. If applicable, any and all documentation of expenditures made using Community Development Block Grant ("CDBG") funds.
- o. Schedule and participate in an exit interview with NORD's Youth Program Manager for NORD's Summer Youth Camp before July 31, 2022;
- p. Provide NORD's Youth Program Manager copies of all payroll expenditures and signed timesheets from Contractor's NORD Summer Youth Camp staff members;
- q. Provide a final expenditure report to NORD's Youth Program Manager for NORD's Summer Youth Camp outlining the Contractor's total expenses pursuant to this Agreement; and

- r. Prior to deposit, provide NORD's Youth Program Manager with a copy of the checks made payable to the Contractor for NORD's Summer Youth Camp pursuant to Article II of this Agreement.
- C. The following obligations are applicable to all NORD Summer Teen Camp CEAs.
 - 1. The Contractor shall:
 - a. Operate the NORD Summer Teen Camp for the complete number of weeks set forth in Exhibit "A";
 - b. By May 28, 2022 (unless otherwise agreed to by NORD in writing), conduct a Summer Camp Orientation for all participants, participants' parents, the Contractor's staff members, and volunteers, as prescribed by the NORD Camp Manual, and submit the date, time, and location of the Summer Camp Orientation to NORD's Teen Program Manager for NORD's Summer Teen Camp;
 - c. By May 28, 2022 (unless otherwise agreed to by NORD in writing), provide a Master Service Delivery Schedule (the "Schedule") to NORD's Teen Program Manager for NORD's Summer Teen Camp, and perform all obligations under this Agreement according to said Schedule;
 - d. By May 28, 2022 (unless otherwise agreed to by NORD in writing), provide NORD's Teen Program Manager an alternate daily schedule in case of mandatory maintenance or closure at the NORD Summer Teen Camp Site and adhere to same;
 - e. By May 28, 2022 (unless otherwise agreed to by NORD in writing), submit the Contractor's NORD Summer Teen Camp personnel roster to NORD's Teen Program Manager, which shall include, but is not limited to, roles/responsibilities, salaries, resumes, and contact information;
 - f. By May 28, 2022 (unless otherwise agreed to by NORD in writing), submit completed New Orleans Police Department ("NOPD") background check forms and a copy of valid State identification for all of the Contractor's NORD Summer Teen Camp on-site personnel to NORD's Teen Program Manager, pending availability of NOPD Division;
 - g. Provide NORD's Teen Program Manager with the Contractor's NORD Summer Teen Camp Site Coordinator/Director's name and contact information;
 - h. Select qualified staff members with at least 2 years of youth programming experience to facilitate services to NORD's Summer Teen Camp participants, as follows: all NORD Summer Teen Camp staff members must be at least 21 years of age;
 - i. Submit the daily attendance log/sign-in sheet for NORD's Summer Teen Camp electronically to NORD's Youth Program Manager by 10:00 a.m. each day;

- j. Disseminate NORD surveys to NORD's Summer Teen Camp participants' parents and collect upon completion. The surveys must be returned to NORD's Teen Program Manager, along with all reporting documents, during the scheduled exit interview, to be conducted before July 31, 2022;
- k. By May 28, 2022, (unless otherwise agreed to by NORD in writing), submit "Darkness to Light" certificates of completion for all NORD's Summer Teen Camp on-site staff members to NORD's Teen Program Manager no later than 5 business days after execution of this Agreement;
- l. Complete and submit all Community Development Block Grant ("CDBG") documents to NORD's Teen Program Manager for NORD's Summer Teen Camp, as required by the Office of Community Development by the 5th day of each month. These documents shall include:
 - i. Monthly Reporting Requirements,
 - ii. The Direct Benefits Form; and
 - iii. The Program Income Form.
- n. Provide monthly expense reports, income statements, and all supporting documents for NORD's Summer Teen Camp from June 1, 2022 through July 31, 2022 to NORD's Teen Program Manager, promptly, but no later than the 5th day of the subsequent month (i.e. July 5th and August 5th). Supportive documentation shall include, but is not limited to:
 - i. Receipts for ALL funds collected (Registration Fees, Early Arrival and After Care Fees, etc.);
 - ii. Receipts for materials, supplies, and/or equipment related to this Summer Camp;
 - iii. If applicable, facility costs, including, but not limited to, rent and utilities;
 - iv. Invoices from third parties for services (e.g. transportation) with receipt verifying payment;
 - v. Check stubs for the Contractor's employee payroll pursuant to this Agreement; and
 - vi. If applicable, any and all documentation of expenditures paid for with Community Development Block Grant ("CDBG") funds.
- o. Schedule an exit interview with NORD's Teen Program Manager for NORD's Summer Teen Camp before July 3, 2022 and participate in the exit interview with NORD by July 31, 2022;
- p. Provide NORD's Teen Program Manager copies of all payroll expenditures and signed timesheets from Contractor's NORD Summer Teen Camp staff members;

- q. Provide a final expenditure report to NORD's Teen Program Manager for NORD's Summer Teen Camp outlining the Contractor's total expenses pursuant to this Agreement; and
- r. Prior to deposit, provide NORD's Teen Program Manager with a copy of the checks made payable to the Contractor for NORD's Summer Teen Camp pursuant to Article IV of this Agreement.

ARTICLE IV – FUNDING OR COMPENSATION

A. *Maximum Amount of Compensation.* The maximum amount funded or payable by the City or NORD under this Agreement is \$80,000.00. By signing this Agreement, the Contractor acknowledges and agrees that the Contractor is not automatically entitled to the Maximum Amount of Compensation provided hereinabove. Instead, the Maximum Amount of Compensation is the total amount of funds encumbered by the City for the express purpose of expeditiously compensating the Contractor in the event that the Parties mutually agree to increase the number of participants or to otherwise modify the Funding Formula set forth in Exhibit "A", following the execution of this Agreement.

B. *Rate of Compensation and Invoicing.*

1. The Contractor will submit at least two invoices to the City electronically, via its supplier portal, for the total funds payable to the Contractor in accordance with Exhibit "A" and the provisions set forth below. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information and supporting documentation:

- i. Contract number (i.e. K#) issued by the City;
- ii. The name of the City Department to be invoiced (i.e. NORD);
- iii. The type of Summer Camp according to the NORD Summer Camp Funding Formula set forth in Exhibit "A";
- iv. The total number of participants enrolled in the Summer Camp;
- v. Any changes to the total number of participants (if applicable);
- vi. The fraction of the total amount owed to the Contractor for the corresponding invoice; and
- vii. Any changes to the amount owed to the Contractor in accordance with Article III Section B above (i.e. any increase or decrease in the number of participants multiplied by the rate in the Nord Summer Camp Funding Formula, if applicable).

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

3. The City may require changes to the form of the invoice and may require additional

supporting documentation to be submitted with invoices.

4. The Contractor shall submit the first invoice to the City electronically, via its supplier portal, for one half of the total amount payable to the Contractor pursuant to Exhibit "A" by the end of May 2022, unless otherwise agreed to by the City, and payment terms will be reasonably promptly following the City's receipt and acceptance of this first invoice by the City, unless otherwise agreed by the City.

5. The Contractor shall submit a second invoice to the City electronically, via its supplier portal, for one half of the total amount payable to the Contractor pursuant to Exhibit "A" by June 5, 2022, unless otherwise agreed by the City, and payment terms will be reasonably promptly following receipt and acceptance of the second invoice by the City, unless otherwise agreed by the City.

C. Payment. Payment will be made to the Contractor at the rate of compensation established in this Agreement based upon satisfactory performance of the services and conditions required by this Agreement, except:

1. NORD, 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;

2. NORD may set off any amounts due to the Contractor against any amounts deemed by NORD to be owed to NORD by the Contractor pursuant this Agreement; and

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

4. Neither the City nor NORD 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; are for services performed on days on which services were suspended, due to circumstances beyond the control of NORD and/or 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 or NORD is not expressly obligated to pay under this Agreement.

5. If this Agreement is terminated for any reason, NORD 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.

D. 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 V – DURATION

The term of this Agreement shall be for 1 year, from the Effective Date through April 30, 2023.

ARTICLE VI - TERMINATION

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

B. **Termination for Cause.** Any of the Parties may terminate this Agreement immediately for cause by sending written notice to the other Party. "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 by the Contractor in a court of law and the Contractor challenging 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.

ARTICLE VII - INDEMNITY

A. **Duty to Indemnify the City.** 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 sole negligence or 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 VIII – 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. 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:

a. Minimum Requirements:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or similar acceptable to the City, covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence / \$4,000,000 policy aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. **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.
- iii. **Automobile Liability Insurance:** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.
- iv. **Umbrella Liability Insurance:** with limits excess of Employers' Liability, Commercial General Liability and Automobile Liability Insurance in the amount of not less than \$2,000,000.
- v. **Crime Insurance:** to include Employee Dishonesty, Mysterious Disappearance, Theft and any related coverages with limits of not less than \$500,000.

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

- i. **Additional Insured Status.** The Contractor 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 coverage can be provided in the form of an endorsement to the Contractor’s 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 Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager 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.

- ii. **Primary Coverage.** For any claims related to this Agreement, the Contractor’s 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 Contractor’s coverage.
- iii. **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 5 years after the termination of this Agreement.
- iv. **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.
- v. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 30 days.
- vi. **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: NORD Summer Camp CEA) within 10 calendar days of the Effective Date and at any other time at the City’s request the following documents: Copies of all policies of insurance, including all policies, forms, and endorsements.

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

- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and

- c. 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.

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 IX - 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 X – 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. **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 subcontractor.

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 XI - 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. *Non-Discrimination.* In the performance of this Agreement, the Contractor's 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 the 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 XII - 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 Agreement; (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 XIII - 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:

Larry Barabino Jr., CEO
New Orleans Recreation Development Commission
5420 Franklin Avenue
New Orleans, LA 70122

&

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

2. To the Contractor: Angel Nelson, Chief Operating Officer
Boys and Girls Clubs of Metro Louisiana, Inc.
230 North Carrollton Avenue, Suite 102
New Orleans, LA 70119

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

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

D. 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.

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

ARTICLE XIV - ADDITIONAL PROVISIONS

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

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

C. *Audit and Other Oversight.* The Contractor will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

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

E. *Compliance with the City's Hiring Requirements – Ban the Box.* (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. (iii) This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect. (iv) 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.

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

G. Construction of Agreement. None of the Parties will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City, NORD, or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

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

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

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

K. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibits "A", "B", and "C".

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

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

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

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

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

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

R. *Order of Documents.* In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit "C"; the Agreement; Exhibit "A"; Exhibit "B".

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

T. *Ownership of Records.* Upon final payment, all data collected and all products of work prepared, created or modified by the Contractor in the performance of this Agreement not considered protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

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

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

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

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

Y. *Special Conditions for HUD Contracts.* The City's HUD Compliance Provisions for Contractors in accordance with 2 CFR 200 *et seq.* are attached separately as **Exhibit "C"** to this Agreement, are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement or any incorporated documents, to the contrary, upon the City's receipt of documents relative to CDBG funds in connection with the work to be performed under this Agreement, as set forth herein.

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

AA. *Survival of Certain Provisions.* All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

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

ARTICLE XV - COUNTERPARTS

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

ARTICLE XVI – ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by 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 Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[The remainder of this page is intentionally left blank]

[SIGNATURES AND EXHIBITS CONTAINED ON THE NEXT PAGE(S)]

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

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

Executed on this 14th day of June, 2022.

FORM AND LEGALITY APPROVED:

Law Department

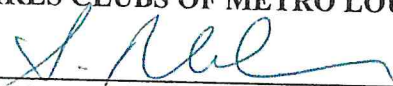
By: 

Printed Name: Andrew Gregorin

[The Contractor and NORD Signatures and Exhibits "A" and "B" found on the following pages – Exhibit "C" attached separately]

[Remainder of this page intentionally left blank]

BOYS & GIRLS CLUBS OF METRO LOUISIANA, INC.

BY: 
ANGEL NELSON, CHIEF OPERATING OFFICER


TAX I.D. _____

[NORD Signature, Exhibits "A" and "B" found on the following page(s) - Exhibit "C"
attached separately]

[Remainder of this page intentionally left blank]

NEW ORLEANS RECREATION DEVELOPMENT COMMISSION

BY: Brian P. Egana
BRIAN P. EGANA, CHAIRMAN

[Exhibits “A” and “B” found on the following page(s) - Exhibit “C” attached separately]

[Remainder of this page intentionally left blank]

Narrative:

The Boys & Girls Club Summer Enrichment Program is an all-day youth development program that focuses on providing children with fun and safe experiences while educating them in the process. By maintaining a safe and secure environment, the children who take part in the program are afforded the opportunity to build healthy relationships, practice self-expression, learn values such as honesty and responsibility, and feel like they are an integral part of the community while taking part in a multitude of programming activities ranging from arts and crafts to computer science.

Capacity and staffing ratios:

Age Breakdown	Staff	Participants
4-5	1	20
6-8	1	20
9-12	1	20
Inclusive Needs	1	5
13-15	1	20

Meals:

Breakfast and lunch will be provided and served by the Contractor.

COVID-19 Operational Requirements:

- ⊖ All staff and participants who are eligible to receive a COVID-19 vaccine (individuals 5 years old and older) must provide evidence of having received at least one dose of a COVID-19 vaccine that has received full approval or emergency use authorization from the U.S. Food and Drug Administration or the World Health Organization; or evidence of a negative COVID-19 PCR test taken no more than 72 hours prior to entering the facility;
- All staff and participants are required to wear a face mask at all times, unless actively eating or drinking;
- All bags should remain on the back of the same chair throughout the program, away from others; bags should not come into contact with each other and the Contractors are encouraged to limit the interactions between participants and bags throughout the program;

- The Contractors are encouraged to have individual program supplies so that participants will not share items;
- Sports equipment such as balls should be utilized within groups only and must be sanitized frequently throughout the program;
- Facility restrooms and frequently touch spaces will be sanitized constantly throughout operational hours by NORD staff; and
- Exercise reasonable care and follow best practices, including, but not limited to those outlined by the Center for Disease Control (“CDC”).

[Exhibit “B” on the following page(s) - Exhibit “C” attached separately]

[Remainder of this page intentionally left blank]

EXHIBIT "B"



ASSUMPTION OF RISK, LIABILITY WAIVER & RELEASE

NORD SUMMER CAMPS 2022

The City of New Orleans (the "City") and the New Orleans Recreation Development Commission ("NORD"), welcomes your minor child's participation in NORD's Summer Camp Program ("Program"). During this challenging time, the City and NORD have endeavored to provide an engaging six (6) week Program that will accomplish the valuable public purpose of providing educational, recreational, and/or economic opportunities for your youth and/or teens.

That said, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization ("WHO"). **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregating of groups of people.

The City and NORD have put in place preventative measures in an effort to reduce the spread of COVID-19; however, the City and NORD cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, **attending the Summer Camp could increase** your risk and your child(ren)'s risk of contracting COVID-19.

To that end, the City and NORD are requiring all parents or legal guardians to complete the following liability waiver and release form before your minor child(ren) attend any NORD Program.

I, _____, hereby certify that I am the parent or legal guardian of _____, a minor child under the age of eighteen (18) years, and I consent to his/her participation in the Program and accept full responsibility for my minor child to participate and engage in any and all programs, lessons, classes, activities, exhibits, events and/or use of equipment (the "Activities") throughout the course of the Program. To that end, this Assumption of Risk, Liability Waiver and Release (the "Release") shall cover all use of the summer camp facility or site (the "Site"), including any and all Activities at the designated Site. The Release is effective as of the date of execution by the parent or legal guardian (the "Effective Date").

1. **Coronavirus/COVID-19.** By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by my child(ren) attending the Program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Site may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City and/or NORD, their employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance or participation in the Program ("**Claims**"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the City and/or NORD, their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City and/or NORD, their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Program.

In addition, the undersigned acknowledges that COVID-19 infections have been confirmed throughout the United States, with over 85,000 confirmed cases in New Orleans alone. In accordance with the most recent guidance and protocols issued by WHO, the Centers for Disease Control and Prevention ("**CDC**"), and the Louisiana Department of Health, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize Sites, services, or Program within fourteen (14) days after exposure to any person who has a suspected or confirmed case of COVID-19. Furthermore, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit the Sites or attend the Program if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the City and NORD immediately if he or she believes that any of the foregoing access/use restrictions may apply.

2. **Waiver and Release.** To the fullest extent permitted by law, I do hereby agree to waive, release, hold harmless and indemnify the City, as well as any of its departments, boards, commissions, agents, employees, officials, insurers, self-insurance funds, and assigns, including NORD (the "**Released Parties**") from and against any and all present or future costs, expenses, disputes, suits, demands, claims, causes of action, losses or liabilities for loss of life or injury to person or property, which may now or hereafter exist, including, but not limited to, Claims which arise out of, are related to, concern, or are suffered by said minor child, Claims for which said minor child may be liable to any other person, or Claims related to said minor child's participation in the Activities at the Sites during the Program regardless of the cause or fault.
3. **Medical Treatment.** I hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise on account of first-aid treatment or other medical services rendered in connection with an emergency during my minor child's time with the City and NORD. I further authorize the City's employee or agent supervising NORD Summer Camp Program to secure medical care for my minor child in the event of injury. I promise to assume liability for payment and hold harmless the Released Parties.
4. **Assumption of the Risk.** I hereby expressly and specifically assume the risk of injury or harm in my minor child's participation in any and all activities at the Sites. I further understand and agree that any materials supplied to the minor child for the Activities will be "as is", and that the City disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. I release the City and/or NORD from all liability for injury, illness, disease, death or property damage resulting from participation in the Program, INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF NEW ORLEANS AND/OR THE PARTIES RESPONSIBLE FOR OPERATING THE VARIOUS SUMMER CAMPS. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE PARENT OR LEGAL

GUARDIAN OF THE MINOR CHILD TO INDEMNIFY AND PROTECT THE CITY OF NEW ORLEANS AND/OR ITS DEPARTMENTS, BOARDS, COMMISSIONS, AGENTS, EMPLOYEES, OFFICIALS, SELF-INSURANCE FUNDS, AND ASSIGNS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY OF NEW ORLEANS AND/OR ITS DEPARTMENTS, BOARDS, COMMISSIONS, AGENTS, EMPLOYEES, OFFICIALS, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, LOSS OF LIFE, AND/OR DAMAGE.

5. **Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Louisiana. I agree that in the event that any clause or provision of this Release shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.
6. **Modifications.** I hereby agree that no oral or written representations can or will alter the contents of this Release. This Release constitutes the complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Release and are without effect to vary or alter any terms or conditions of this Release.
7. **Electronic Signature.** I agree that a manually signed copy of this Release delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Release.

To express my understanding of and agreement to this Release, I affix my signature hereto:

Signature of Parent or Legal Guardian Date

Print Name

Signature of Witness Date

Print Name

Signature of Witness Date

Print Name

[Exhibit "C" is attached separately]

[Remainder of this page intentionally left blank]

EXHIBIT “C”

**Appendix L-4 - HUD COMPLIANCE PROVISIONS FOR DIRECT GRANTEE
ATTACHED SEPARATETLY**

[End of the Agreement]