K21-1049

COOPERATIVE ENDEAVOR AGREEMENT

THE CITY OF NEW ORLEANS

AND

NATIONAL PARENT LEADERSHIP INSTITUTE, INC.

AND

NOLA BUSINESS ALLIANCE

2021-2022 WISNER GRANTS

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 National Parent Leadership Institute, Inc., represented by Donna Thompson-Bennett, Co-Director ("**NPLI**" or the "**Contractor**"), and the NOLA Business Alliance ("**NOLABA**" or the "**Fiscal Agent**"), Norman E. Barnum, IV, Interim President and Chief Executive Officer. The City, the Contractor, or the Fiscal Agent may sometimes each be referred to as a "**Party**" and collectively referred to as the "**Parties.**" The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, in or around August 1914, Edward Wisner made a donation of certain immovable property in the State of Louisiana ("**Wisner Donation**"), which property was put into a one hundred (100) year charitable trust of which the City is a beneficiary;

WHEREAS, the percentage of money received by the City annually from the Wisner Donation must be used by the City to support local needs in the areas of education, recreation, beautification, and human services;

WHEREAS, Section 4-206(3)(e) and Section 4-206(3)(f) 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 implement plans to foster the recovery and economic development of the City, respectively;

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, NPLI is a Non-Profit Corporation, which principal address is located at 15 River Road Suite 15B, Wilton, CT 06897, whose mission is to coordinate and increase the civic skills and impact of diverse parents at home, in the neighborhood, and in public policy to improve child and community outcomes;

WHEREAS, NOLABA is a Non-Profit Corporation organized under the laws of the State of Louisiana, which principal address is located at 1250 Poydras Street, Suite 2150, New Orleans, LA 70113, and the NOLABA will serve as the Fiscal Agent for the award to NPLI;

WHEREAS, the Parties previously entered into a separate one (1) year Cooperative Endeavor Agreement (K20-1033; 2055), effective as of March 10, 2021, for a 20-week program:

WHEREAS, the Parties agree and acknowledge that the services set forth in K20-1033 were provided by the Parties, including, but not limited to payment, which was made by the City, as set forth in said Cooperative Endeavor Agreement; and

WHEREAS, the City, the Contractor, and the Fiscal Agent now desire to accomplish a valuable public purpose of supporting local needs in the areas of beautification, recreation, education, and/or human services.

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

ARTICLE I - OBLIGATIONS OF THE PARTIES

A. ***Obligations of the City.*** The City shall:

1. Provide administration of the Agreement through the Mayor's Office;
2. Provide access to all personnel and records deemed necessary to the performance of the services; and
3. Provide one (1) time funding to the Fiscal Agent in the amount of $75,000.00 to be administered and distributed in accordance with the program described herein. Once this Agreement is fully executed, payment of $75,000.00 will be made to the Fiscal Agent.

B. ***Obligations of the Contractor.*** The Contractor shall:

1. Allow the Fiscal Agent to retain a portion of the grant funds not to exceed 10% or $7,500.00 as an administrative fee (unless otherwise agreed to by the Parties in writing pursuant to the terms and conditions of this Agreement).
2. Perform the services detailed in Exhibit A, attached hereto, and made a part hereof.
3. Perform each of the following services as set forth below:
   a. Provide services in a manner consistent with the intended purposes of the Edward Wisner Donation, namely beautification, recreation, education, and/or human services.
   b. Provide services in accordance with the scope outlined above;
   c. Timely comply with all requests by the City pertaining to this Agreement;

d. Based on the Fiscal Agent's tracking of financial expenditures and services provided, provide a final report to the City at the termination of this Agreement that details all services accomplished hereunder, the use of funds received in connection with this Agreement, confirmation that all funds were used for the intended purpose(s), and any evaluation findings as outlined in the proposal previously submitted to the City by Contractor, and incorporated herein by reference.

4. Adhere to the following requirements:

   a. The Contractor and the Fiscal Agent shall maintain a strict accounting of all grant funds, reporting to the City upon request and obtaining and supplying a detailed annual audit of all income, expenses, and operations relative to this Agreement to the maximum extent required by law; and

   b. Before modifying the scope of services and/or deliverables contemplated in this Agreement, the Party desiring the modification (*i.e.*, the Fiscal Agent and/or the Contractor) must submit any proposed changes to the City in writing in advance of their implementation and must obtain written approval from the City before implementing any change and/or modification to the scope of services and/or deliverables hereto.

C. ***Obligations of the Fiscal Agent.*** The Fiscal Agent shall:

1. Serve as the Fiscal Agent for the $75,000.00 award to NPLI by providing fiscal management and fiscal sponsorship, during, but not limited to, the implementation of the Parent Leadership Training Institute ("**PTLI**"), which is a 20-week program with 3-hour sessions, once a week;

2. Receive the award of $75,000.00 on behalf of the Contractor, and release payments to for expenses, including, but not limited to, coordinators, materials, supplies, food, and childcare, after receiving and reviewing supporting documents to verify said expenses;

3. Coordinate the aforesaid implementation with the Contractor and the City's Office of Youth and Families;

4. Create quarterly financial reports to track income and expenses for the Contractor;

5. Assist with the Contractor's grant applications and/or audits, as requested by the Contractor;

6. Provide liability coverage in accordance with the terms and conditions below; and

7. Perform all other duties necessary to fulfill the role of Fiscal Agent, as set forth in the Grant Summary Form, which is incorporated herein by reference.

ARTICLE II – AWARD, FUNDING OR COMPENSATION

A. ***Maximum Amount.*** The maximum amount awarded by the City to the Contractor (including Fiscal Agent's administrative fee) under this Agreement is $75,000.00, which will be made payable to the Fiscal Agent upon the execution of this Agreement by all Parties. The Fiscal Agent will retain a portion of the grant funds not to exceed $7,500.00, as an administrative fee (unless otherwise agreed to by the Parties in writing pursuant to the terms and conditions of this Agreement).

B. ***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 Fiscal Agent and/or the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Fiscal Agent and/or the Contractor, as the case may be, fails to meet its respective contractual obligations."

ARTICLE III – DURATION AND TERMINATION

A. ***Term.*** The term of this agreement shall be for 1 year from the Effective Date.

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 IV - INDEMNITY

A. ***Duty to Indemnify the City.*** To the fullest extent permitted by law, the Contractor will protect, defend, indemnify, and hold harmless the City, its agents, elected officials, and employees (collectively, the "Indemnified Parties") from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses), and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of this Agreement by the Contractor, its employees, or any subcontractor or (b) any act outside the scope of this Agreement by the Contractor, its employees, or any subcontractor.

B. ***Limit on Duty to Indemnify.*** Notwithstanding anything in this Agreement to the contrary, the Contractor is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that the Contractor or any subcontractor did not contribute to such gross negligence or willful misconduct.

C. ***Independent Duty to Defend.*** Notwithstanding anything in this Agreement to the contrary, the Contractor, at its option, will immediately defend the City from, or reimburse the City for the City's costs incurred in the defense of, any claim that actually or potentially falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if the Contractor is absolved of liability.

D. ***Expenses.*** The Contractor will bear all expenses, including without limitation reasonable attorney fees, of the City in enforcing the terms of this article.

ARTICLE V - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Fiscal Agent will maintain the following insurance in full force and effect for the duration of the work under this Agreement. If the Fiscal Agent 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 Fiscal Agent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. Coverage shall be at least as broad as the following:

a. Minimum Requirements:

i. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01or 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 **$1,000,000** per occurrence. 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:** as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

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

i. Additional Insured Status: The Fiscal Agent and all Contractors and 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).

ISO Form Endorsement; Owners, Lessees or Contractors—Completed Operations (CG 20 37), or equivalent acceptable to the City, is to be used to provide additional coverage for injury or damage that occurs after the work is completed, within the "products-completed operations hazard." ISO Form Endorsement; Managers or Lessors of Premises (CG 20 11), or equivalent.

The Fiscal Agent shall require and verify that all Contractors and 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 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.

ii. Primary Coverage. For any claims related to this Agreement, the Fiscal Agent'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 Fiscal Agent's or the Contractor's coverage.

iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Fiscal Agent must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.

iv. Waiver of Subrogation. Fiscal Agent 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, expire or altered except without 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 Fiscal Agent 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.: 2021-2022 Wisner Grant Award – NPLI and NOLABA) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

a. Proof of coverage for each policy of insurance required by this Agreement; and

b. Copies of all policies of insurance, including all policies, forms, and endorsements.

C. Without notice from the City, the Fiscal Agent, the Contractor and all Subcontractors 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 VI - 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 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 VII – 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 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 thenprevailing 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 VIII - 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 IX - NOTICE

A. 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:

   Mayor's Office
   City of New Orleans
   1300 Perdido Street, Suite 2E04
   New Orleans, LA 70112

   &

   Sunni J. LeBeouf, City Attorney
   City of New Orleans
   1300 Perdido Street, Suite 5E03
   New Orleans, LA 70112

   &

   Emily Wolff, Director of Office of Youth and Families
   City of New Orleans
   1300 Perdido Street, Suite 4W09
   New Orleans, LA 70112

2. To the Contractor:

   National Parent Leadership Institute, Inc.,
   15 River Road Suite 15B
   Wilton, CT 06897

3. To the Fiscal Agent:

   NOLA Business Alliance
   1250 Poydras Street, Suite 2150
   New Orleans, LA 70112

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

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

ARTICLE X - 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 Fiscal Agent's or the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. *Audit and Other Oversight.* The Parties will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Parties to provide the Office of Inspector General with documents and information as requested pursuant to this Agreement. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Parties 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 Fiscal Agent's or the Contractor's efforts do not conflict with the City's interests, and in recognition of the Fiscal Agent's or the Contractor's obligations to the City, the Fiscal Agent or 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 or the Fiscal Agent will promptly notify the City in writing of any respective intentions to accept the other employment and will disclose all possible effects of the other employment on the Fiscal Agent's or the Contractor's performance of this Agreement. The City will make the final determination whether the Fiscal Agent's or the Contractor's may accept the other employment.

G. *Construction of Agreement.* No one Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor or the Fiscal Agent 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 or the Fiscal Agent 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 and the Fiscal Agent swear that (i) they are registered and participate 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) they 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) they shall require all subcontractors to submit to the Contractor or the Fiscal Agent 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 or the Fiscal Agent being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor and the Fiscal Agent further acknowledge and agree to accept liability 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 and the Fiscal Agent will each 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 or the Fiscal Agent fails to provide such the requested affidavit(s) 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: Exhibit A.

L. ***Jurisdiction.*** The Contractor and the Fiscal Agent consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waive any pleas or exceptions of jurisdiction on account of the residence of the Contractor or the Fiscal Agent.

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 or the Fiscal Agent 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 Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Parties 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 a 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 and any incorporated documents, the terms and conditions of the documents will apply in this order: The Agreement; Exhibit A.

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, 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 or the Fiscal Agent, 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 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. ***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.

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

ARTICLE XI – 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 XII - ELECTRONIC SIGNATURE AND DELIVERY

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

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

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 12th **of** October, **2021.**

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________________

Printed Name: Tracy Tyler

NATIONAL PARENT LEADERSHIP INSTITUTE, INC.

BY: ______________________________

DONNA THOMPSON-BENNETT, CO-DIRECTOR

____

TAX I.D.

NOLA BUSINESS ALLIANACE

BY: ______________________________

NORMAN E. BARNUM, IV, PRESIDENT AND CEO

____

TAX I.D.

[EXHIBIT A CONTAINED ON NEXT PAGE]

EXHIBIT A

The Purpose of the Parent Leadership Training Institute ("PLTI"):

When parents become change agents, they help improve systems for the next generation. The Parent Leadership Training Institute (PLTI) is a national family model that integrates democracy skills and child development into a leadership curriculum. PLTI exists to coordinate and increase the civic skills and impact of diverse parents at home, in the neighborhood, and in public policy to improve child and community outcomes.

Specific Use of Grant Funds and Expected Outcomes. The funds will be used to:

1. Help parents become the leaders they would like to be for children and families;
2. Expand the capacity of parents as change agents for children and families;
3. Develop communities of parents within regions of the state that will support one another in skills development and successful parent action for children;
4. Facilitate systems of change for parental involvement with increased utilization of parents in policy and process decisions; and
5. Increase parent-child interactions and improve child outcomes through parent involvement.

Program Design:

1. NPLI and NOLABA will ensure that NPLI provides 20 weeks of 3-hour sessions, once a week;
2. Childcare and meals may be provided if the Parties return to in class training sessions;
3. NOLABA will pay for coordinators, materials and supplies, including food and childcare;
4. NOLABA will receive fiscal agent fee of 10% of the Wisner Grant Funds awarded via the September 2021 award ($7,500.00); and
5. PLTI-Virtual ("**PLTI-V**") is an addendum to the PLTI Curriculum specifically adapted for the Virtual Classroom.

New Orleans Business Alliance ("NOLABA"):

NOLABA will receive the awarded grant funds from the City on behalf of PLTI and will issue payments for expenses specifically related to the PLTI, including, but not limited to, coordinators, materials and supplies, including food and childcare.

1. NOLABA will create quarterly financial reports to track income and expenses relative to the PLTI.

2. NOLABA's role may or may not also include assisting with grant applications as requested, performing audits, providing liability coverage for the Project, including, but not limited to, volunteers if such is required, and/or other duties.

3. The Fiscal Agent shall retain a portion of the grant funds not to exceed $7,500.00, as an administrative fee (unless otherwise agree to by the Parties in writing pursuant to the terms and conditions of this Agreement).

[END OF AGREEMENT]