K20-937

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

GOODWILL INDUSTRIES OF SOUTHEASTERN LOUISIANA

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Goodwill Industries, a project of the New Orleans Workers' Center for Racial Justice, represented by Jodee Daroca **(Goodwill Industries of Southeastern Louisiana)** The City and the Contractor may sometimes be collectively referred to as the "**Parties.**" The Agreement is effective as of July 1, 2020 (the "**Effective Date**").

RECITALS

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

WHEREAS, Goodwill Industries of Southeastern Louisiana is a nonprofit corporation located at 3400 Tulane Ave. Ste. 1000 New Orleans, LA 70119, and domiciled in the State of Louisiana; and

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

WHEREAS, the City of New Orleans is the recipient of a grant from the John D. and Catherine T. MacArthur Foundation (the "**Grant**") to participate in the Safety and Justice Challenge (the "**SJC**"), the goal of which is to safely reduce the use of local incarceration and address racial and ethnic disparities in the criminal justice system.

WHEREAS, Goodwill Industries of Southeastern Louisiana provides individuals released from incarceration training, case management, mentoring, employment placement, training and support.

WHEREAS, the City and Goodwill Industries of Southeastern Louisiana have a shared desire to ensure that individuals released from incarceration have an array of services available to reenter society and reduce recidivism rates.

WHEREAS, the City will provide funding to Goodwill Industries of Southeastern Louisiana to hire and manage a Jail Release Navigator for the purposes of developing individual transition plans for eligible incarcerated people and aiding with accessing specific care and services for the subpopulations identified.

NOW THEREFORE, the City and Goodwill Industries of Southeastern Louisiana, each having the authority to do so, agree as follows:

ARTICLE I – GOODWILL INDUSTRIES OF SOUTHEASTERN LOUISIANA OBLIGATIONS

A. ***Project Management***. Goodwill Industries will support the City's project management activities to implement the Jail Release Navigator initiative within the Safety and Justice Challenge Plan (**"SJC Plan"**). Goodwill Industries assumes project management responsibility, as decided collaboratively with the City to do the following:

1. Act as the contract monitor or supervisor to the Jail Release Navigator and will be responsible for providing accountability protocols in the form of reports (Exhibit A) to provide data on jail population reduction efforts and effectiveness of the Jail Release Navigator;
2. Report on specific, measurable, and relevant performance measures to track the success of the Jail Release Navigator, an initiative in the SJC Plan, and set achievable but ambitious targets for those performance measures with support from the relevant criminal justice agencies;
3. Utilize funds to hire a Jail Release Navigator and provide service to the Orleans Parish Sheriff's Office;
4. Act as the fiscal agent for SJC Grant funds awarded to the City to support the Jail Release Navigator position, as outlined in the SJC Plan including but not limited to the following activities:
    i. Provide purchasing and accounts payable services for the Jail Release Navigator.
    ii. Disperse funds in accordance with the intended purpose of the SJC Grant and the Goodwill Industries Jail Release Navigator Budget (Exhibit B) approved under the Grant, including but not limited to managerial costs within 30 days of invoice receipt.
5. Ensure that all outgoing payments are supported by proper invoices/receipts.

ARTICLE II - THE CITY'S OBLIGATIONS:

A. ***Administration***. The City will:

1. Administer this Agreement through the Office of Criminal Justice Coordination (**"OCJC"**);

2. Provide Goodwill Industries with documents deemed necessary for Goodwill Industries' performance of any work required under this Agreement;

3. Provide Goodwill Industries with data deemed necessary by the City for Goodwill Industries' performance of any work required under this Agreement;

4. Provide access to City personnel to discuss the required services during normal working hours, as requested by Goodwill Industries;

5. Identify, with the help of Goodwill Industries, any gaps in data relevant to the activities in this Agreement and make every effort to secure such data, and share it with Goodwill Industries for carrying out the SJC Plan

6. Issue payments to Goodwill Industries based upon Goodwill Industries certified invoices, except:

a) The City's obligation to pay is contingent upon Goodwill Industries': (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the services and conditions required by this Agreement;

b) The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

c) The City may set off any amounts due to Goodwill Industries against any amounts owed to the City by Goodwill Industries pursuant this Agreement;

d) All compensation owed to Goodwill Industries under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

e) The City is not obligated under any circumstances to pay for any work performed or costs incurred by Goodwill Industries 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 the City, and no work has taken place; arise from or relate to the correction of errors or omissions of Goodwill Industries or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

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

ARTICLE III - COMPENSATION

A. ***Maximum Amount.*** The maximum amount payable by the City under this Agreement is $94,270.

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

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

D. The City may, in its sole discretion, discontinue or suspend funding, rescind payments made, or demand return of any unspent funds based on any of the following:

1. Funds have not been used for their intended purposes as outlined in this Agreement;
2. Funds remain unspent at the end of the Agreement term.

ARTICLE IV - DURATION AND TERMINATION

A. ***Term.*** The term of this agreement shall be for one year from the Effective Date through July 1, 2021.

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 Goodwill Industries written notice of the termination at least 60 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 Goodwill Industries. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. ***Termination for Non-Appropriation.*** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE V - INDEMNITY

A. To the fullest extent permitted by law, Goodwill Industries 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

Goodwill Industries, 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 Goodwill Industries in connection with the performance of work under this Agreement.

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

C. ***Independent Duty***. Goodwill Industries 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) Goodwill Industries is ultimately absolved from liability.

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

ARTICLE VI - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, Goodwill Industries will maintain Goodwill Industries at least as broad as the following for the duration of the work under this Agreement:

1. **Minimum Requirements.**

   a. 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 $1,000,000.00 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.

   b. Worker's Compensation: as required by the State of Louisiana, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000.00 per accident for bodily injury or disease.

   c. Professional Liability (Errors and Omissions): with limits no less than $1,000,000.00 per claim.

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

   a. Additional Insured Status. 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 Goodwill Industries insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and GC 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.

b. Primary Coverage. For any claims related to this contract, Contractor's General Liability 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 Contractor's coverage.

c. Claims Made Policies. 1) The retroactive date must be shown and must be before the date of the contract or the beginning of work. 2) 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 five years after the termination of this agreement.

d. Waiver of Subrogation. 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 contract.

e. 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 60 days.

f. Acceptability of Insurers. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

B. Goodwill Industries will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112) within 10 calendar days of the Effective Date or date of execution by the City and at any other time at the City's request the following documents:

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

2. Copy of the fully executed Agreement;

3. Statements disclosing any policy aggregate limit.

C. Without notice from the City, Goodwill Industries will:

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

2. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and

3. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage limits affecting any policy of insurance maintained under this Agreement.

ARTICLE VII - PERFORMANCE MEASURES

A. ***Factors***. The City will measure the performance of Goodwill Industries according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; assessment by the administrative team; 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 Goodwill Industries fails to perform according to the Agreement, the City will notify Goodwill Industries. If there is a continued lack of performance after notification, the City may declare Goodwill Industries in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII - LIVING WAGES

A. . ***Definitions***. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. ***Compliance***. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. ***Current Living Wage***. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to $11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting https://www.nola.gov/economic-development/workforce-development/.

D. ***Adjusted Living Wage***. In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

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

F. ***Reporting***. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

7. Office of Workforce Development
8. Living Wage - Compliance
9. 1340 Poydras Street – Suite 1800
10. New Orleans, Louisiana 70112

G. ***Compliance Monitoring***. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. ***Remedies***. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IX - NON-DISCRIMINATION

A. ***Equal Employment Opportunity***. In all hiring or employment made possible by, or resulting from this Agreement, Goodwill Industries (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 Goodwill Industries' 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, Goodwill Industries 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 Goodwill Industries 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 Goodwill Industries. Goodwill Industries 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***. Goodwill Industries 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 Goodwill Industries fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE X - INDEPENDENT CONTRACTOR

A. ***Independent Contractor Status***. Goodwill Industries 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 Goodwill Industries, as an independent contractor as defined in La. R.S. 23:1021(6), 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 Goodwill Industries will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. ***Exclusion of Unemployment Compensation Coverage***. Goodwill Industries, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither Goodwill Industries 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) Goodwill Industries has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by Goodwill Industries are outside the normal course and scope of the City's usual business; and (c) Goodwill Industries has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

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

ARTICLE XI- FORCE MAJEURE

A. *Event.* An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. *Notice.* To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. ***Effect.***

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
   a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
   b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XII - 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:

Criminal Justice Commissioner

City of New Orleans
1300 Perdido Street, Suite 8W03
New Orleans, LA 70112

&

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

2. To Goodwill Industries:

Scottie Leblanc
Goodwill Industries of Southeastern Louisiana
400 Tulane Ave, Suite 200
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.

ARTICLE XIII - 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 both parties to this Agreement.

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

C. ***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.

D. ***Compliance with City's Hiring Requirements - Ban the Box***.

1. Goodwill Industries 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.

2. 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 Goodwill Industries notice of noncompliance and allow Contractor 30 days to come into compliance. If, after providing notice and 30 days to cure, Goodwill Industries 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.

3. 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 as Goodwill Industries and the remaining provisions of the Agreement will remain in full force and effect.

4. 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.

E. ***Conflicting Employment.*** To ensure that Goodwill Industries' efforts do not conflict with the City's interests, and in recognition of Goodwill Industries' obligations to the City, Goodwill Industries 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. Goodwill Industries 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 Goodwill Industries' performance of this Agreement. The City will make the final determination whether Goodwill Industries may accept the other employment.

F. ***Construction of Agreement.*** Neither 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 Goodwill Industries 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.

G. ***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.

H. ***Employee Verification.*** Goodwill Industries 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; and (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. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in Goodwill Industries being ineligible for any public contract for a period of three years from the date the violation is discovered. Goodwill Industries 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. Goodwill Industries 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 Goodwill Industries fails to provide such the requested affidavit or violates any provision of this paragraph.

I. ***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.

J. *Jurisdiction*. Goodwill Industries 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 Goodwill Industries.

K. *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.

L. *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.

M. *Non-Exclusivity*. This Agreement is non-exclusive and Goodwill Industries 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.

N. *Non-Solicitation Statement*. Goodwill Industries 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. Goodwill Industries 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.

O. *Non-Waiver*. The failure of either 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 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.

P. *Ownership of Records*. Upon final payment, all data collected and all products of work prepared, created or modified by Goodwill Industries 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 Goodwill Industries' personnel and administrative records and any tools, systems, and information used by Goodwill Industries 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 Goodwill Industries consent and for no additional consideration to Goodwill Industries.

Q. *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 Goodwill Industries, 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 Goodwill Industries pursuant to this Agreement without regard to Goodwill Industries' otherwise satisfactory performance of the Agreement.

R. ***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; to further the election or defeat of any candidate for public office; to carry on propaganda; to lobby or otherwise attempt to influence legislation; or to conduct any activities described in Sections 4945(d)(l) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder.

S. ***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.

T. ***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.

U. ***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.

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

ARTICLE XIV - 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 Goodwill Industries, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: ______________________________

LATOYA CANTRELL, MAYOR

Executed on this 21ST **of** December **, 202**0

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________________

Printed Name: ______________________________

GOODWILL INDUSTRIES OF SOUTHEASTERN LOUISIANA

BY: ______________________________

Jodee Daroca, ~~Interim~~ President and CEO

EXHIBIT A

Reporting Forms
[ATTACHED SEPARATELY]

EXHIBIT B

Goodwill Industries Jail Release Navigator Budget

Budget Information - Non-Construction Programs

City of NOLA - JRN - BUDGET CATEGORIES					
Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	Year 1	Year 2	Year 3	Year 4	
a. Personnel	61,968				61,968
b. Fringe Benefits	15,392				15,392
c. Travel	600				600
d. Equipment					0
e. Supplies	2,450				2,450
f. Contractual					0
g. Construction					0
h. Other	6,494				6,494
I. Total Direct Charges (sum of 6a-6h)					86,904
j. Indirect Charges	7,736				7,736
k. TOTALS (sum of 6i and 6j)					94,640

a.	Includes Salary for JRN and 10% of Direct Supervisor Salary
b.	Includes Fringe for JRN and 10% of Direct Supervisor Fringe
c.	Local Travel reimbursed at $0.58 per mile
d.	N/A
e.	Includes computer and office supplies
f	N/A
g	N/A
h	Includes Cell phone, e-mail/networking cost, business insurance, etc.
j	Indirect charged at 10% of Salary/Fringe only