

K21-135

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

NEW ORLEANS HUMANE LAW AND RESCUE, LLC

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented via a mayor’s delegation of authority by LaToya Cantrell, Mayor (the “**City**”), and New Orleans Humane Law and Rescue, LLC, represented by Ana Zorrilla, Chief Executive Officer, (the “**NOHLR**”). The City and the NOHLR may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of January 1, 2021 (the “**Effective Date**”).

WITNESSETH

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

WHEREAS, the NOHLR is a Louisiana limited liability company located in Orleans Parish;

WHEREAS, the NOHLR is a wholly-owned subsidiary of the Louisiana Society for the Prevention of Cruelty to Animals (the “**SPCA**”) and will perform all obligations under this Agreement that were previously performed by the SPCA;

WHEREAS, pursuant 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 is required by law to maintain an animal control program to render a vital public service;

WHEREAS, the NOHLR is capable to provide those services and is qualified to do so; and

WHEREAS, the City and the NOHLR desire to accomplish the valuable public purpose of ensuring that the City has animal control services, particularly during an emergency.

NOW, THEREFORE, the City and the NOHLR agree as follow:

1. **DEFINITIONS**. All definitions in Exhibit “A,” which is attached hereto and by this reference made a part hereof, shall apply to the terms used in the Agreement.
2. **NOHLR’S RESPONSIBILITIES**. The NOHLR shall provide the following service to the City:

- 2.1 Provision of Animal Control. Field and shelter services for the City in accordance with the terms and conditions of the Agreement and, except as otherwise provided herein, pursuant to the provisions of Chapter 18 of the Code of Municipal Ordinances for the City (the “**Code**”) relating to animal control and shelter services.
- 2.2 Field Services and Staffing. The NOHLR shall staff its field services as described in Exhibit “B,” which is attached hereto and by this reference made a part hereof. Field services shall include:
 - 2.2.1 Continuous patrols with radio contact throughout the City during the Regular Patrol Hours as defined in Exhibit “A,” in order to respond to complaints and emergencies as they arise.
 - 2.2.2 Responding to each emergency call involving animals or threat to human life within four hours during Regular Patrol Hours and afterhours.
 - 2.2.3 Contained stray animals will be picked up only during Regular Patrol Hours as the agency is available to do so.
 - 2.2.4 In cases where a citizen finds an animal, but has no place to keep or hold it for a length of time, drop off for such animals will be provided during regular business hours. The NOHLR may provide 24 hours a day, seven days a week drop off service at its discretion.
 - 2.2.5 Investigating reports of violations of the provisions of Chapter 18, Section 18-1 through 18-341 inclusive, of the Code relating solely to cruelty, animal control and regulation and, when warranted by the facts and circumstances presented to the NOHLR, issuing citations to any person who is or whose animal is in violation of any such provision. The NOHLR will maintain a log of all reports of violations. This log should include the name and address of the person issuing the report, if known, the date and time of the report of violation, and a brief description of how the report was dispatched. All bite cases shall be reported to the City’s Health Department. The status of an impounded animal involved in a bite case will be reported to the owner of the impounded animal, and both shall be notified of the final outcome of any quarantine period in writing. In the case of an animal found to have rabies, the City’s Health Department and the bite victim will be notified immediately. This will be done by phone and by registered mail.
 - 2.2.6 Veterinary Services: The NOHLR shall maintain veterinary services for animals in its care during regular and emergency Shelter Hours.
- 2.3 Shelter Staffing and Services. The NOHLR shall furnish animal control facilities located at 1700 Mardi Gras Boulevard, New Orleans, Louisiana (the “**Shelter**”). Shelter services will include receiving unwanted animals

and impounding, housing, feeding, redemption, adoption, humane euthanasia and disposal of animals. The Shelter shall be open to the public as provided in Exhibit "C."

- 2.4 Care of Animals. The NOHLR will provide proper shelter and humane care for all animals which come into its custody.
- 2.5 Spaying and Neutering. The NOHLR shall continue to require all animals adopted through the NOHLR to be spayed or neutered to reduce the pet overpopulation problem.
- 2.6 Rabies Vaccinations. The NOHLR shall provide records of rabies vaccinations performed in the NOHLR's clinic in the City: Any dog or cat that is redeemed by its owner(s) from the NOHLR must be vaccinated against rabies and issued a City rabies license and tag in accordance with the law and sound veterinary practices. All adopted dogs and cats will be required to be vaccinated against rabies and issued City rabies licenses and tags in accordance with the law and sound veterinary practices. If a dog or cat is not old enough for a rabies vaccination, then the owner(s) or adopting person(s) will be informed in writing of the obligation to vaccinate the dog or cat as provided in Chapter 18 of the Code by a licensed veterinarian. The City grants NOHLR the right to any funds collected by the NOHLR from the sale of cat and dog licenses as additional payment on this agreement in addition to the amounts described in section 3.1. Any funds that may be collected by the NOHLR from the sale of cat and dog licenses must be remitted to the City pursuant to Chapter 18, Section 230 of the Code. However, any amount remitted to the City will be reimbursed to NOHLR within 7 days of receipt. See Exhibit "E" for Technical Specifications.
- 2.7 Records of Dog and Cat Licenses. Each month during the term of this Agreement, the City shall provide the NOHLR with available appropriate records of all animal licenses and dog and cat rabies licenses issued pursuant to Chapter 18 of the Code during the preceding months.
- 2.8 Animal-Drawn Vehicle Ordinance Enforcement. If the City calls upon the NOHLR to perform any services described in Article VI, Chapter 162 of the Code, there will be no charges for such services.
- 2.9 City Assisted Evacuation and Response Plan. The NOHLR shall implement the evacuation and response plan in accordance with the provisions in Exhibit "D."
- 2.10 Animal Related Ordinances. The City shall work with the NOHLR to review and revise municipal ordinances involving domesticated animals. Said reviews shall take place at least every five years but not more often than every two years and can be initiated by either the City or NOHLR.

3. FINANCIAL AND REPORTING PROVISIONS.

- 3.1 Amount and Method of Payment. In exchange for the Animal Control services provided by the NOHLR, pursuant to and during the term of this Agreement, the City agrees to pay the NOHLR up to \$172,947.33 per month, which shall be paid as stated in Section 3.1.3 below. The total amount payable under this Agreement shall not exceed \$2,075,368 during the term, except as specified in section 2.6 and Exhibit D.
- 3.1.1 The NOHLR will submit performance statistics outlining the services performed under this Agreement (referred to as "Monthly Operational Report"), and supporting financial documentation (referred to as "Budget Information"). Collectively, "Monthly Operational Report" and "Budget Information" are referred to as "Invoice Attachments". Untimely submission of Invoice Attachments may result in delayed payment for which the City is not liable. The City, with 60 days advance notice, may also require additional supporting documentation to be submitted as Invoice Attachments.
- 3.1.2 At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. Invoices must be electronically submitted via the City's electronic portal. All invoices must be signed by an authorized representative of the NOHLR under penalty of perjury attesting to the validity and accuracy of the invoice.

Invoice copies and Invoice Attachments for the month prior to the invoiced month, as applicable, must also be submitted directly to the Health Department by mail, fax or email to:

City of New Orleans Health Department
Brandye A. DeLarge, Budget Coordinator
1300 Perdido Street, Suite 8E18
New Orleans, LA 70112
Fax: 504-658-2520
Email: badelarge@nola.gov

- 3.1.3 For the first month of service covered under this agreement, unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted, and upon receipt by the City of properly submitted invoice via the City's supplier portal. For all subsequent

Page 4 of 24

months of service covered under this agreement, unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted, upon receipt by the City of properly submitted invoice via the City's supplier portal, and upon receipt by the City of properly submitted Invoice Attachments for the month prior to the invoiced month via the City's supplier portal. The City will make every effort to pay properly documented invoices within 30 days after the receipt of the invoice for the first month of service, and the City will make every effort to pay properly documented invoices within 30 days after the receipt of the invoice and Invoice Attachments for the month prior to the invoiced month. The failure to remit the amount due within the 30 day period after submission of invoice (for the first month of service) or after submission of invoice and Invoice Attachments for the month prior to the invoiced month (for all subsequent months of service) grants the right for NOHLR to invoice the City \$10 per day that the invoice is unpaid after the due date and may result in suspension of animal control services until payment is received.

- 3.2 Maintenance of Records and Operational Reporting. The NOHLR shall maintain records and report the monthly number of animals impounded including the description of each animal, date of receipt, date and manner of disposal, treatment received (including spaying and neutering), the name of person redeeming or adopting an animal, fees, charges and proceeds of adoption or redemption; the number of calls received from the public, the number of calls completed, response times, the number of enforcement actions and utilization of shelter capacity.

All animals admitted must be assigned a permanent identification number, which will be attached to the animal. Records shall be maintained for a period of at least five years from the date of impounding and may be maintained for a longer period on a case by case basis as determined necessary by the NOHLR.

- 3.3 Maintenance of Records and Financial Reporting. The NOHLR shall maintain records and provide a statement of actual expenses involved under this contract within 30 business days after the NOHLR's reconciliation of said monthly expenses. Records shall be maintained for a period of at least five years from the date of CEA and may be maintained for a longer period on a case by case basis as determined necessary by the NOHLR.

- 3.4 Public Record Requests. The NOHLR shall comply with Louisiana's Public Records Act to the extent required pursuant to *New Orleans Bulldog Soc'y v. La. SPCA*, 222 So.3d 679 (La. 4/3/2017). It is not the intent of the Parties that this Agreement expands the obligations of the

NOHLR in regards to the Louisiana Public Records Law or the above entitled Louisiana Supreme Court decision.

- 3.4.1 City's Obligations for Public Records Request. Should the NOHLR receive a legally valid public records request pursuant to the Louisiana Public Records Law, the City shall provide legal and technical assistance with responding to the request. NOHLR shall be responsible for fulfilling the request.

Nothing in this Agreement is intended to create an obligation on behalf of the New Orleans Law Department or its attorneys to act as counsel for the NOHLR.

- 3.5 Vehicles. The Parties acknowledge that the City provided vehicles to the NOHLR under prior agreements. Title to those vehicles will remain with the NOHLR.
- 3.6 Supply Contracts. The City will encourage its supply contractors to grant the NOHLR the same terms granted the City.
- 3.7 Audit Requirements. In accordance with the City's Policy Memorandum No. 74, the NOHLR shall provide four copies of their audit report covering this contractual period to the Deputy Mayor of Public Safety. The audits shall be performed by Certified Public Accountants and must conform to established professional accounting standards. In addition, the City retains its right to verify all information by examining any and all books, records, and reports of the NOHLR during the term of this contract and three years thereafter. Such examination shall be performed during normal business hours of the NOHLR with prior written notification made to the NOHLR of the City's intent to conduct an examination, and may include but is not limited to financial and non-financial data related to compliance with this contract. The basic audit requirement cost shall be borne by the NOHLR. Any exercise by the City of its right to verify information shall be at the City's discretion and such related cost shall be borne by the City. The City audits shall be conducted without unreasonably interrupting or interfering with the normal conduct of business affairs by the NOHLR.
- 3.8 Fees. Any fees collected by the NOHLR for any Shelter services described in Section 2.3 hereof shall be solely for the benefit of the NOHLR and shall not in any way reduce the compensation due to the NOHLR as set forth in Sections 3.1 and 3.2 of this Agreement unless revenues exceed the actual total cost based on audited financial statements for Animal Control.
- 3.9 City Budget Process. The City's Health Department will notify the NOHLR of any changes to the budgetary process and changes prior to annual budget hearings.

4. GENERAL PROVISIONS.

- 4.1 Assignability. The NOHLR will not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the City.
- 4.2 Compliance with City's Hiring Requirements - Ban the Box.
- 4.2.1 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.
- 4.2.2 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 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.
- 4.2.3 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 severable and the remaining provisions of the Agreement will remain in full force and effect.
- 4.3 Modification of Agreement: Entire Agreement. No alteration, variation or modification of any term or provision of this Agreement shall be valid unless made in writing and signed by the Parties, and, no oral understanding of any agreement of any kind or nature whatsoever not incorporated herein shall be binding on any of the parties hereto.
- 4.4 Workers Compensation and Employers Liability Insurance. The NOHLR herein expressly agrees and acknowledges that it is an independent contractor as defined in LA. R.S. 23:1021 (6) and it is expressly agreed and understood between the Parties that the City shall not be liable for the NOHLR for any benefits or coverage as provided by Worker's Compensation Law of the State of Louisiana. Further, under the provisions of LA. R.S. 23:1034, anyone employed by the NOHLR shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.
- 4.5 Acknowledgement of Exclusion of Unemployment Compensation Coverage. The NOHLR herein expressly declares and acknowledges that it is an independent contractor and is being hired by the City under this

Agreement, which constitutes a contract of hire as defined in L.A. R.S. 23:1472(E). Therefore, it is expressly declared and understood between the Parties, that in entering into this Agreement, or contract for hire and in connection with the unemployment compensation coverage only:

- 4.5.1 The NOHLR has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; and
- 4.5.2 The service(s) to be performed by the NOHLR is (are) outside the normal course and scope of the City's usual business; and
- 4.5.3 The NOHLR has been independently engaged in performing the service(s) listed herein prior to the date of this Agreement.
- 4.5.4 Consequently, neither the NOHLR nor anyone employed by the NOHLR shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the Parties.
- 4.6 Liability Insurance. The NOHLR shall purchase and obtain a policy of insurance which shall name the City as an insured and which shall hold harmless the City against any and all claims, liens, demands, suits, judgments of sums and money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of resulting from, or by reason of any act and/or omission of the operation of the NOHLR, its agents, servants or employees while engaged in or about or in connection with the discharge of performance of the services to be done or performed by the NOHLR hereunder, and shall also hold the City harmless from any and all claims or clients for labor, services or materials furnished to the NOHLR in connection with the performance of its obligation under this Agreement. Said insurance policy shall have a minimum coverage of \$5,000,000.00 dollars.
- 4.7 Indemnification.
 - 4.7.1 In General. 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.
 - 4.7.2 Limitation. The Contractor's indemnity does not extend to any loss arising from the sole negligence, 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 sole negligence, gross negligence, or willful misconduct.

4.7.3 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.

4.7.4 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.

4.7.5 The City indemnifies and holds harmless the NOHLR for any claims based on decisions or actions of the City relating to the which entity or entities would perform animal control services for the City, whether such claims are based on an alleged tortious interference with contract, tortious interference with economic relations, or any other legal theory.

4.8 Waiver of Sick and Annual Leave Benefits. It is expressly agreed and understood between the parties entering into this Agreement that the NOHLR, acting as an independent agent, shall not receive 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.

4.9 Notices. Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to the Parties at the addresses of each of the Parties, as follows:

To the NOHLR:

CEO

Louisiana NOHLR for the Prevention of Cruelty to Animals

1700 Mardi Gras Blvd.

New Orleans, Louisiana 70114

To the City:

Deputy Mayor of Public Safety

City of New Orleans

Room 8E18 – City Hall

1300 Perdido Street

New Orleans, Louisiana 70112

&

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

- 4.10 Independent Contractor. The NOHLR and its employees and agents are independent contractors with respect to the performance of any obligation hereunder or connected herewith and are not employees or agents of the City.
- 4.11 Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of the 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 of public office.
- 4.12 Non-Discrimination.
- 4.12.1 Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the NOHLR (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated equally during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- 4.12.2 Non-Discrimination. In the performance of this Agreement, the NOHLR 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 NOHLR in any of the NOHLR'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 NOHLR 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.

- 4.12.3 Incorporation into Subcontracts. The NOHLR 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.
- 4.12.4 Termination for Breach. The City may terminate this Agreement for cause if the NOHLR fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.
- 4.13 Conflict of Interest. In the interests of ensuring that efforts of the NOHLR do not conflict with the interest of the City, and in recognition of the NOHLR's professional responsibility to the City, the NOHLR agrees to decline any offer of employment if its independent professional work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the NOHLR. It is incumbent upon the NOHLR to notify the City and provide full disclosure of possible effects of such employment on the NOHLR's independent, professional work in behalf of the City. The final decision on any dispute over other employment for the NOHLR shall rest with the City Attorney for the City.
- 4.14 Jurisdiction. The NOHLR does further hereby consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the NOHLR.
- 4.15 Audit and Other Oversight. It is agreed that the NOHLR will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the NOHLR to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the NOHLR agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.
- 4.16 Term of Agreement. The term of this agreement shall be for 1 year from the Effective Date and shall end on December 31, 2021.
- 4.17 Modifications. The terms, conditions and/or duration of this Agreement may be modified only by written amendment to the Agreement executed by both parties to this Agreement.
- 4.18 Termination of the Agreement. Either party may terminate this Agreement by giving the other party 90 days written notice of said intent to terminate.

- 4.19 Termination for Non-appropriation. If for any reason, the City Council does not appropriate funds needed to maintain the Agreement for any fiscal year, the Agreement will expire at the end of the last-funded fiscal year without further formality.
- 4.20 Non-Solicitation. The NOHLR swears that it has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the Agreement. The NOHLR has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the Agreement.
- 4.21 Convicted Felon. The NOHLR swears that it complies with Section 2-8 (c) of the Code. No NOHLR principal, member, or officer has, within the preceding five 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.
- 4.22 Living Wages.
- 4.22.1 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.
- 4.22.2 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:
- 4.22.2.1 Payment of an hourly wage, to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
- 4.22.2.2 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
- 4.22.2.3 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.
- 4.22.3 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>.
- 4.22.3.1 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.

4.22.3.2 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.

4.22.3.3 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

4.22.4 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.

4.22.5 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.

4.23 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.

4.24 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 the NOHLR 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.

4.25 Force Majeure

4.25.1 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.

4.25.2 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

4.25.3 Effect.

4.25.3.1 Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

4.25.3.2 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

4.25.3.3 Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

4.25.4 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.

5. MISCELLANEOUS.

5.1 It is acknowledged and agreed to by the NOHLR that it shall immediately notify the City of any court judgment(s), ruling(s), order(s) or any other executive decision that has an impact on the status of the animals in its care or finances of the NOHLR. This notification shall be in writing and accompanied by a copy of said decision. Failure of the NOHLR to abide this and/or the other terms of this Agreement shall be grounds for cancellation of said Agreement notwithstanding the terms of Section 4.16 of this Agreement.

5.2 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.

5.3 Exhibits. The following exhibits will be and are incorporated into this Agreement:

- Exhibit A - Definitions
- Exhibit B – Staffing for each program unit
- Exhibit C – Hours of operations
- Exhibit D – City assisted evacuation and disaster response
- Exhibit E – Orleans Parish Rabies Tag Program – Technical Specifications

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

FOR THE CONSIDERATION and under the conditions set forth above, the NOHLR agreed to perform the specified services for the City, and the City has agreed to fully comply with its obligation, hereunder, and the parties hereto have caused this Agreement to be executed by these duly authorized representatives on the day and year first above written.

CITY OF NEW ORLEANS



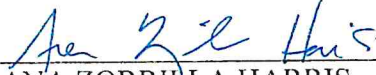
LATOYA CANTRELL, MAYOR

Date: FEBRUARY 4, 2021



APPROVED TO FORM AND LEGALITY
LAW DEPARTMENT

NEW ORLEANS HUMANE LAW AND
RESCUE, LLC



ANA ZORRILLA HARRIS

Date: 1/7/2021

[EXHIBITS A THRU E CONTAINED ON FOLLOWING PAGES]

**EXHIBIT A TO THE COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
NEW ORLEANS HUMANE LAW AND RESCUE, LLC**

DEFINITIONS

1. Regular Patrol Hours. 8hour shift 4 days a week for the entire duration of this contract. No additional services are provided outside of aforementioned defined regular patrol hours. The NOHLR will respond to emergencies outside of regular patrol hours.
 - 1.1 Patrol Defined. Regular patrol is defined as continuous patrolling with radio contact throughout the City during the regular patrol hours in order to respond to complaints and emergencies as they arise.
 - 1.2 Holidays. The NOHLR is closed on all holidays that are observed by the City and only emergency services shall be provided for.
 - 1.3 Program Unit. A category of services provided by the NOHLR. The categories shall be field, shelter and administrative services.
2. Contract Area. Shall include only the City for the provision of animal control and/or shelter services.
3. Adoption. The placement of unwanted animal(s) in new home(s).
 - 3.1 Impounded Animal. One that has been picked up by the animal control officer of the NOHLR, other public official or by a private citizen and deposited at the Shelter (as defined in the Agreement – See Article 2.3).
4. Emergency Services and/or Emergency Call. (i) complaint of a bite or attack in progress or a bite or attack that has occurred and the animal remains an immediate threat to a citizen or where the animals life is threatened or in serious danger; and (ii) a call relating to a sick, injured or trapped animal where the animal's life is threatened or in serious danger.
5. Surrendered Animal. An unwanted animal that has been legally released to an animal control officer of the NOHLR or to the Shelter by its owner.
6. Animals. Includes all domesticated animals. Wildlife are handled on a case by case basis as determined by the NOHLR.

[EXHIBIT B CONTAINED ON NEXT PAGE]

**EXHIBIT B TO THE COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
NEW ORLEANS HUMANE LAW AND RESCUE, LLC
STAFFING FOR EACH PROGRAM UNIT**

1. Full Time Equivalent. As used in this Exhibit “B,” a Full Time Equivalent (“FTE”) position shall equal working time of 40 man hours per week. The NOHLR will provide a written detailed job description of the duties of each FTE position. A list of skills required for each position should be listed as well as training needed and/or provided. Copies of job descriptions and duties provided by each position will be remitted to the Deputy Mayor of Public Safety.
2. Field Services. A minimum of one animal control vehicles (“ACV”) will be in service at any time during Regular Patrol Hours 4 days a week. Operations of ACV’s will be staggered as determined by the NOHLR.
 - a. A minimum of three FTE shall staff the Field Services program. The field services program and personnel shall consist of the following:
 - i. Two FTE for Animal Control Officers
 - ii. Zero FTE for Dispatchers
 - iii. one FTE for a Program Manager
3. Shelter Operations.
 - a. A minimum of 21 FTE shelter operations shall include the following components of Shelter services:
 - i. Field Service Support. Answers phone calls for service, maintains records related to, but not limited to, bite cases, court cases, owner redemption, and adoption.
 - ii. Veterinary Clinic Services. Services for animals in care of the Shelter.
 - iii. Stray/Unwanted Animal Drop-off. Drop-off capabilities will be provided during regular business hours as described in Exhibit C.
 - iv. Daily Care. The NOHLR will provide food, water, shelter and other appropriate humane care for animals while they are in the NOHLR’s possession and until placed or otherwise humanely disposed of by the NOHLR following the policy and protocols established by the NOHLR.

[EXHIBIT C CONTAINED ON NEXT PAGES]

EXHIBIT C TO THE COOPERATIVE ENDEAVOR AGREEMENT

**BETWEEN
THE CITY OF NEW ORLEANS
AND
NEW ORLEANS HUMANE LAW AND RESCUE, LLC
HOURS OF OPERATIONS**

1. SHELTER HOURS

The NOHLR shall have discretion to adjust these hours earlier or later (but not reduce the number of hours open) with notice to the City if the NOHLR feels different hours will be in the best interest of the citizens of the City. The hours at a minimum will be:

- a. 12 PM to 5:00 PM Five days a week

2. ADMINISTRATION HOURS

- a. 9:00 AM to 5:00 PM Four days a week

3. FIELD OPERATIONS

- a. 9:00 AM to 5:00 PM Four days a week

4. DROP-OFF SERVICES

- a. Drop-off to be provided during regular shelter business hours. Afterhours drop off will be available at the discretion of the NOHLR.

5. HOLIDAYS

- a. Same as observed by the City

[EXHIBIT D CONTAINED ON NEXT PAGES]

**EXHIBIT D TO THE COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
NEW ORLEANS HUMANE LAW AND RESCUE, LLC
CITY ASSISTED EVACUATION AND DISASTER RESPONSE**

The NOHLR shall collaborate with the City in the research, development, implementation and evaluation of disaster response plans for pets as authorized by the Pets Evacuation and Transportation Standards Act of 2006 (“**PETS Act**”) and limited to and defined by the FEMA Public Assistance Program and Policy Guide (January 1, 2016 or newest edition). By virtue of this Agreement, the NOHLR is considered an “essential city service” and an emergency response partner of the City.

The FEMA guidance on evacuation and sheltering includes household pets and service/assistance animals, but not exhibition or livestock animals. The FEMA Public Assistance Program and Policy Guide defines household pets as domesticated animals that:

- Are Traditionally kept in the home for pleasure rather than for commercial purposes
- Can travel in commercial carriers
- Can be housed in temporary facilities

Examples are dogs, cats, birds, rabbits, rodents, and turtles. Household pets do not include reptiles (except turtles), amphibians, fish, insects, arachnids, farm animals (including horses), or animals kept for racing purposes.

Service animals are dogs that are individually trained to do work or perform tasks for people with disabilities or access and functional needs.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or provide emotional support that alleviates identified symptoms or effects of a person’s disability. Although dogs are the most common type of assistance animal, other animals can also be assistance animals.

Expenses incurred outside of regular operations shall be reimbursed by the City of New Orleans upon receipt of documentation of specified expenses. The City shall assume no cost or provide resources for animals that fall outside of these guidelines.

1. City Assisted Evacuation – NOHLR’s Obligations

- A.** Overall command and control of the City Assisted Evacuation (“**CAE**”) system will be the responsibility of the City through the Office of Homeland Security and Emergency Preparedness. The NOHLR shall support the City in CAE planning and response as it relates to pets.
 - a.** The NOHLR will work in collaboration with the City to research, develop and exercise the pet components of the CAE plan and provide the City any agency plans which document activities related to preparedness, response, recovery, management, and reunification of CAE pet operations.

- i. The NOHLR shall develop and maintain a plan which clearly outlines the NOHLR's responsibilities with CAE. This plan will be interoperable with the CAE plan.
 - ii. The City shall be the final arbiter of any disputed plans in the jointly developed pet components of the CAE.
- b. The NOHLR will provide one personnel appropriately qualified for comparative duties per 12-hour shift (as part of a 24-hour operational period) to the City Emergency Operations Center ("CEOC") for operational coordination of Emergency Support Function 11 ("ESF 11") and related missions. The same person will not operate both 12 hour shifts unless approved by the City.
- c. The NOHLR will provide a minimum of one personnel appropriately qualified for comparative duties per 12-hour shift (as part of a 24-hour operational period) to supervise the processing of pets at the Union Passenger Terminal ("UPT") from H-60 until CAE has been declared terminated by the City. The same person will not operate both 12 hour shifts unless approved by the City.
- d. The NOHLR will provide a minimum of three trucks with personnel appropriately qualified for comparative duties from H-60 to H-30 for pet pick-ups for individuals on the City Special Needs Registry ("SNR"). The NOHLR will log all locations and destinations by both mileage and departure/arrival time. The same person will not operate both 12 hour shifts unless approved by the City.
- e. The NOHLR will provide to the City a listing of recommended supplies, equipment, personnel and training required to implement these obligations during CAE. This resource listing will be provided to the City at least one month prior to the start of hurricane season (June 1) of each year.
 - i. The NOHLR will provide a complete copy of their Payroll Policy including emergency rates and the classifications of personnel eligible to receive overtime payments. The NOHLR will provide a listing of the qualified personnel with qualifications who will perform the work established above in sections b. through d.
 - ii. The NOHLR shall maintain a complete legible digital copy of all expenditures approved by the City but purchased using NOHLR funds. Proof of proper procurement as outlined under 2 CFR 200.320 should be maintained for all expenses.
 - iii. The NOHLR shall maintain record of all equipment purchased by the City and designated to the NOHLR during CAE operations.

2. City Assisted Evacuation – City's Obligations

- A. The City will work in collaboration with the NOHLR to research, develop and exercise the pet components of the CAE.
 - a. The City will provide the NOHLR the latest version of the Comprehensive Emergency Operations Plan ("CEOP") and CAE plan.

- B. The City will work in collaboration with the NOHLR to procure the necessary (as jointly determined) supplies, equipment, other assets, and training necessary to support CAE pet operations.

3. Other Disaster Scenarios

- A. Upon official notification from the City, the NOHLR may be asked to assist with other disaster response operations unrelated to CAE. In particular, the NOHLR will be required to develop, in collaboration with the City, an intake and sheltering plan for minor tropical events that does not have immediate state support. When activated by the Director of Homeland Security and, such activation is confirmed in writing, expenses incurred outside of regular operations shall be reimbursed by the City of New Orleans upon receipt of documentation of specified expenses.
 - a. The NOHLR shall temporarily shelter the pets of individuals staying at City shelters as part of the City Assisted Sheltering Plan (“CASP”) so long as a location suitable for pets has been vetted and approved by the City.
 - b. The NOHLR shall develop as part of the plan a standard operating procedure for evacuation of pets from NOHLR shelters.
- B. During declared emergencies and disasters, the NOHLR may modify normal animal control operations as necessary in order to provide support for evacuation and other disaster operations to the City.

[EXHIBIT E CONTAINED ON NEXT PAGES]

**EXHIBIT E TO THE COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
NEW ORLEANS HUMANE LAW AND RESCUE, LLC
ORLEANS PARISH RABIES TAG PROGRAM – TECHNICAL SPECIFICATIONS**

In connection to Articles 2.6 and 2.7 of the Agreement, the NOHLR agrees to distribute animal license tags and forms to Orleans and adjacent parishes' veterinarians monthly for issuance to pet owners.

Additionally, the NOHLR agrees to:

- Maintain a current list of all veterinarians in Orleans Parish and other participating veterinarians in other parishes.
- Design, supply and purchase triplicate license forms as needed or provide online form.
- Design, supply and purchase metal license tags with tag numbers, service telephone number and 'New Orleans' printed on each as needed.
- Distribute animal license tags and forms to Orleans and adjacent parishes' veterinarians as needed for issuance to pet owners as their animals are vaccinated for rabies or confirmation is made of current three year rabies vaccination.
- Retain records of names and tag numbers for minimum of four years.
- Maintain a computerized database including but not limited to:
 - o Matching tag number of every rabies vaccinated animal with description to owner's name, address and phone number and description of pet;
 - o Verifying the vaccination status, ownership and description of a vaccinated animal involved in any investigative manner (ex. bite case);
 - o Maintain a dedicated phone line 24 hours a day to respond to inquiries for information in the database. Keep a log of calls received including date and time of calls. Compile a monthly telephone log report summarizing the number and types of calls received; and
 - o Maintain a log of tags issued to veterinarians by number, licenses issued by each veterinarian, fees collected for neutered and intact animals and totals.
- Prepare and provide a monthly report to the City's Health Department no later than the 20th of each month. The report will contain information including but not limited to:
 - o The number and nature of the phone calls requesting access to the database;
 - o The number of licenses and tags delivered to each veterinarian;
 - o How many pets were altered/unaltered; and
 - o Total remittance received from veterinarians.

- Print and mail monthly delinquency notices for all expired licenses. The notice will include a statement for the owner to indicate if the animal has died, was lost or given away.
- Prepare an annual report to be delivered by the 15th of April of the following year. The report will contain information including but not limited to:
 - o The number of tags distributed to each veterinarian;
 - o The remittance received from each veterinarian;
 - o Total number of pets altered/unaltered; and
- Monthly and annual reports should be presented in electronic copy.

The City agrees to:

- Provide agreement administration through the City's Health Department; and
- Provide access to all personnel and records deemed necessary for the completion of the services to be provided under the terms of the Agreement.

[END OF AGREEMENT]