

**STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
LOUISIANA HOUSING CORPORATION
AND
CITY OF NEW ORLEANS**

This Cooperative Endeavor Agreement (hereinafter referred to as the "AGREEMENT" or the "Agreement") is made and entered into by and between the LOUISIANA HOUSING CORPORATION, a public body corporate and politic constituting an instrumentality of the State of Louisiana (hereinafter referred to as "LHC") and CITY OF NEW ORLEANS, a political subdivision of the State of Louisiana (hereinafter referred to as the "City"). LHC and the City shall hereinafter be collectively referred to as the "Parties".

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that for a public purpose, the State of Louisiana and its political subdivisions or political corporations may engage in co-operative endeavors with each other, with the United States of American or its agencies, or with any public or private association, corporation or individual; and

WHEREAS, LHC is an instrumentality of the State of Louisiana created to provide decent, safe and affordable housing opportunities for low- and moderate-income citizens of the State of Louisiana; and

WHEREAS, the City is a political subdivision of the State of Louisiana with duties and powers authorized by the laws of the State of Louisiana; and

WHEREAS, LHC and the City desire to cooperate in the physical relocation and temporary housing of affected tenants in Oakmont of Algiers Apartments (hereinafter referred to as "Oakmont Relocation Project" or the "Project"); and

WHEREAS, the actions and services required of the LHC and the City pursuant to this Agreement will result in a public benefit to citizens of the State of Louisiana described herein.

NOW, THEREFORE, in consideration of the mutual contracts, covenants, and agreement herein contained, the LHC and the City, each represented by the undersigned, duly authorized to act herein respectively, the legal obligation, the public purpose and the public benefit, the Parties hereto each agree, contract, and covenant as follows:

I. PURPOSE

The LHC and the City enter into this CEA for the purpose of defining the relationship between the parties relative to the physical relocation and temporary housing of affected tenants in Oakmont of Algiers Apartments. The Oakmont Relocation Project will provide up to 120 hotel rooms to individuals and families at risk of homelessness in Orleans Parish. The Project will be conducted in the manner set forth below in Section II, "Requirements for Oakmont Relocation Project". The LHC and the City recognize that entering into this relationship will streamline process of providing

temporary housing to affected tenants and helping to ensure the affected tenants avoid homelessness.

II. REQUIREMENTS FOR OAKMONT RELOCATION PROJECT

This CEA is intended to provide a mechanism for the LHC to assist the City in relocating and establishing temporary housing for the affected tenants via hotel rooms acquired through LHC's pre-existing relationship with CLC Lodging, a GSA approved provider or purchaser of disaster and rapid rehousing services. CLC Lodging shall serve as subcontractor of LHC for the purposes of this Agreement. CLC Lodging Task Order with LHC shall be incorporated in this Agreement as Attachment A. The LHC shall assist in obtaining the hotel rooms and any parking spaces needed for the physical housing of the affected tenants. The City shall reimburse the LHC for all expenses incurred in the Project and shall be responsible for any and all other services that may be used in connection with the Project.

A. The LHC shall:

1. Coordinate with the City the number of hotel rooms needed for affected individuals and families.
2. Contact CLC Lodging to acquire hotel rooms.
3. Fund all hotel rooms acquired through CLC Lodging.
4. Coordinate with the City any logistics needed to facilitate the checking in of individuals and families to acquired hotel rooms.

B. The City shall:

1. Provide LHC with all information needed to acquire the appropriate number of hotel rooms.
2. Ensure individuals and families have any and all information necessary to check in to and occupy the acquired hotel rooms.
3. Provide any and all relocation needs for the affected individuals and families, including but not limited to: transportation, storage, moving equipment and supplies, etc.
4. Provide the affected individual and families with appropriate social services and support services while being housed in the hotel rooms, such as assistance with securing long-term housing.
5. Conduct inspections as needed to ensure the hotel rooms are being kept in a manner as not to cause damage to the hotel property.

6. Reimburse LHC for any and all costs incurred for the hotel rooms and any approved costs for the temporary housing such as parking.

III. OTHER PROVISIONS

- A. Nothing in this CEA is intended to conflict with federal or state statutes and regulations. If a term or provision of this CEA is inconsistent with such law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect.
- B. The LHC and the City further recognize that the reports, correspondence, and other information associated with the work contemplated under this Agreement may be subject to production in accordance with Louisiana's Public Records laws and or may be subject to the rights of audit and inspection by various federal and state agencies and the disclosure of such data may be required by law.

IV. ENTIRE AGREEMENT/MODIFICATION

This CEA contains the entire agreement between the parties and supersedes any and all agreement or contracts previously entered into between the Parties for the purposes set forth herein. No representations were made or relied upon by either party other than those that are expressly set forth herein. This CEA may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

V. TERM OF AGREEMENT

This CEA shall be effective beginning April 1, 2022 and shall terminate on September 1, 2022, but may be renewed by the Parties for an additional period to be agreed upon by the Parties and memorialized in writing as an amendment to this Agreement.

VI. PAYMENT TERMS

The LHC shall remit payment to CLC Lodging for hotel rooms acquired and any other approved incidental costs (i.e. parking) for a rate not to exceed two hundred dollars and zero cents (\$200.00) per night. The total amount of this Project is not to exceed one million dollars and zero cents (\$1,000,000.00). LHC funds shall be paid directly from the general operating account. The City shall reimburse the LHC for all payments made to CLC Lodging for this Project. The City shall be invoiced by the LHC for all payments made and must remit reimbursement to LHC within thirty (30) days of receipt of said invoice(s).

- A. **Method of Payment.** The LHC shall provide invoices monthly to the City which outline costs during the time period covered by the invoice. Payment shall be made upon receipt and approval of such invoices, not to exceed thirty (30) days from approval.

- B. **CEA Monitor.** Invoices shall be submitted in writing and authorized for payment by the CEA Monitor, the Office of Housing Policy and Community Development, or other designee of the City.

VII. TERMINATION

Either party shall have the right to cancel this CEA, with or without cause, by giving the other party thirty (30) days' written notice forwarded to their respective address by certified mail. Notice shall be sent via certified mail, return receipt requested, to the following addresses provided in Section VIII, "Notice."

VIII. NOTICE

All notices and other communications pertaining to this CEA shall be made in writing and shall be transmitted either by personal hand delivery and receipted for or shall be deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

TO THE LHC:

Louisiana Housing Corporation
ATTN: Winona Conner
2415 Quail Drive
Baton Rouge, Louisiana 70808

TO THE CITY

City of New Orleans
ATTN: Tyra Johnson-Brown
1340 Poydras Street, 10th Floor
New Orleans, Louisiana 70112

&

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

IX. NON-ASSIGNABILITY

Neither party to this CEA shall assign any interest or duty to any third party without the prior written consent of the other.

X. INDEMNIFICATION

The City agrees to protect, defend, indemnify, save and hold harmless the LHC and CLC Lodging, its officers, agents, servants, employees, and volunteers from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the City, its agents, servants, and employees, or any and all costs, expenses and/or reasonable attorney fees incurred by the LHC as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the willful act, fault, omission, or negligence of the LHC, its officers, agents, servants, employees and volunteers.

To the extent allowed by law, the City agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action that are attributable to any act or omission of the City, its agents, servants and employees, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits or causes of action are groundless, false or fraudulent.

XI. LITIGATION BETWEEN THE PARTIES

In the event that either party brings an action against the other to enforce a right or obligation of this CEA, the prevailing party may be entitled to recover its reasonable attorneys' fees and court costs at the court's discretion.

XII. SEVERABILITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby and each such term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

XIII. DISCRIMINATION CLAUSE

The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

The parties further agree not to discriminate in its employment practices and will render services under this CEA without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by a party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this CEA by the other party.

XIV. CONTROLLING LAW

The valid interpretation and performance of this CEA shall be controlled by and construed in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

XV. LEGAL COMPLIANCE

The parties shall each comply with all federal, state, and local laws and regulations, including specifically the Louisiana Code of Governmental Ethics in carrying out the provisions of this CEA.

XVI. SURVIVAL OF CERTAIN PROVISIONS

All representations and warranties and all obligations concerning record retention, indemnification, remedies, jurisdiction, choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

XVII. REMEDIES FOR DEFAULT

In addition to any remedy provided for herein, in the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

IN WITNESS WHEREOF, the parties hereto have executed this CEA as of the Effective Date set forth herein.

LOUISIANA HOUSING CORPORATION

CITY OF NEW ORLEANS

Joshua G. Hollins,
Executive Director



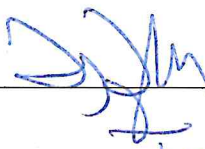
LaToya Cantrell,
Mayor

Date

05/16/2022

Date

FORM AND LEGALITY APPROVED:
City of New Orleans Law Department

By:  _____

Printed Name: Tracy Lyle