K23-129

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

NATIONAL PARENT LEADERSHIP INSTITUTE, INC.

AND

NEW ORLEANS BUSINESS ALLIANCE

THIS FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT (the **"Amendment"**) is made and entered into by, between and among the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), National Parent Leadership Institute, Inc., represented by Donna Thompson-Bennett, Co-Director ("**NPLI**" or the "**Contractor**"), and the NOLA Business Alliance, represented by Norman E. Barnum, IV, President and CEO ("**NOLABA**" or the "**Fiscal Agent**"). The City and the Contractor may be collectively referred to herein as the "**Parties.**" This Amendment will be effective as of **October 12, 2022** (the "**Effective Date**").

<u>RECITALS</u>

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

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

WHEREAS, on and effective as of October 12, 2021, the City and the Contractor entered into a Cooperative Endeavor Agreement (the "**Agreement**") for the Contractor to provide 20 weeks of 3-hour sessions, once a week, to parents in order to help parents become better leaders for their children and families;

WHEREAS, the Fiscal Agent will administer payment to the coordinators and purchase materials and supplies, including food and childcare, in order to facilitate the aforementioned sessions;

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

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

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

WHEREAS, 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, the Contractor, and the Fiscal Agent now desire to accomplish a valuable public purpose of supporting local needs in the areas of education and human services;

WHEREAS, the Contractor and the Fiscal Agent will ensure that the Contractor provides 20 additional weeks of 3-hour sessions, once a week, between October 12, 2022, and October 11, 2023;

WHEREAS, the City will issue funds to the Fiscal Agent in one lump sum, and the Fiscal Agent will retain an administrative fee of 10% of the Wisner Grant Funds awarded (*i.e.*, $10,000.00 of the $100,000.00 award) for services performed during the term of this Amendment; and

WHEREAS, the City, the Contractor, and the Fiscal Agent, each having the authority to do so, desire to enter this Amendment to extend the term for an additional one (1) year, to increase the maximum aggregate amount of compensation, and to reaffirm, modify, and/or add certain terms and provisions.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. ***Extension.*** In accordance with Article IV Section B of the Agreement, this Amendment shall extend the Term for an additional one (1) year through **October 11, 2023,** 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.

2. ***The City's Obligations.*** Article I Section A(3) is deleted in its entirety and replaced, as follows:

> In addition to the one-time funding totaling $75,000.00 the City awarded in accordance with the original Agreement (K21-1049; 2943), a second $100,000.00 will be awarded pursuant to this Amendment, with the Contractor receiving an amount not to exceed $90,000.00 and the Fiscal Agent retaining an amount not to exceed $10,000.00.

3. ***The Contractor's Obligations.*** Article I Section B(1) is amended to replace the words "or $7,500" with the words "of the Maximum Amount".

4. ***The Fiscal Agent's Obligations.*** Article I Section C(1) is amended by replacing the words "for the $75,000 award" to "for awards" and Article I Section C(2) is amended by deleting the words "of $75,000".

5. ***Maximum Amount.*** The maximum amount of compensation provided for in Article II Section A of the Agreement is increased by $100,000.00 from $75,000.00 to a new maximum amount not to exceed $175,000.00. The Fiscal Agent shall be able to retain a portion of the grant funds as an administrative fee, which shall not to exceed 10% of the Maximum Amount (*i.e.*, $17,500.00 for the Agreement, as amended).

6. ***Additional Miscellaneous Provisions.*** The following terms and conditions are reaffirmed and/or added to the Agreement:

ARTICLE VI - NON-DISCRIMINATION

A. ***Equal Employment Opportunity.*** In all hiring or employment made possible by or resulting from this Agreement, the Contractor (1) will not 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 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.

B. ***Non-Discrimination.*** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. ***Incorporation into Subcontracts.*** The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. ***Termination for Breach.*** The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

7. ***Prior Terms Binding.*** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

8. ***Exhibits.*** The Parties reaffirm the scope of work and the expected outcomes

provided for in the Grant Summary Form, which is attached hereto and fully incorporated herein as Exhibit "A".

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

10. ***Electronic Signature and Delivery***. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. 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 Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

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

CITY OF NEW ORLEANS

BY: ______________________________
LATOYA CANTRELL, MAYOR

Executed on this 10th of MARCH, 2023

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________________

Printed Name: Tracy Tyler

NATIONAL PARENT LEADERSHIP INSTITUTE, INC.

BY: ______________________________
DONNA THOMPSON-BENNETT, CO-DIRECTOR

[redacted]
TAX I.D.

NOLA BUSINESS ALLIANACE

BY: ______________________________ FOR
NORMAN E. BARNUM IV, PRESIDENT AND CEO

27-3654372
TAX I.D.

[EXHIBIT A CONTAINED ON NEXT PAGE]

EXHIBIT A

EXHIBIT A

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

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

Specific Use of Grant Funds and Expected Outcomes:

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

Program Design:

1. NPLI and NOLABA will ensure that NPLI provides 20 weeks of 3-hour sessions, once a week;
2. Childcare and meals may be provided if the Parties return to in class training sessions;
3. NOLABA will pay for coordinators, materials and supplies, including food and childcare;
4. NOLABA will receive fiscal agent fee of 10% of the Wisner Grant Funds awarded ($10,000.00); and
5. PLTI-Virtual ("**PLTI-V**") is an addendum to the PLTI Curriculum specifically adapted for the Virtual Classroom.

New Orleans Business Alliance ("NOLABA"):

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

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

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

C. The Fiscal Agent shall retain a portion of the grant funds not to exceed $10,000.00, as an administrative fee (unless otherwise agree to by the Parties in writing pursuant to the terms and conditions of this Agreement).

[END OF AMENDMENT]