K21-1320

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.

LOT MAINTENANCE AND RE-ENTRY WORKFORCE TRAINING PROGRAM – WISNER GRANT

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 **Center for Employment Opportunities, Inc.,** represented by Sam Schaeffer, Chief Executive Officer **("CEO"** or **"Contractor")**. The City and the Contractor may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

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

WHEREAS, CEO is a 501(c)(3) nonprofit organization, registered to do business in Louisiana, whose principal address is located at 50 Broadway, Suite 1604, New York, NY 10004;

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, 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 desires to leverage its blight remediation and other labor needs into transitional employment opportunities, in the form of an intensive job-skills training program, for unhoused individuals living in the City's low-barrier homeless shelter and formerly incarcerated individuals ("**Unhoused and Returning Citizens**");

WHEREAS, CEO is an evidence-based organization with proven success with job-skills training;

WHEREAS, CEO will employ crews of Unhoused and Returning Citizens to perform blight abatement and other labor as needed **("Lot Abatement Program")**, and CEO will provide Unhoused and Returning Citizens with personal coaching, career-placement, and other wrap-around support services;

WHEREAS, CEO and City agree that this contract is considered a job-skills preparation program subsidized or funded through city financial assistance as defined under Section 70-802 of the New Orleans, Louisiana Code of Ordinances Article VIII Living Wage Ordinance;

WHEREAS, the City will compensate CEO for this work using funds from the Wisner Grant; and

WHEREAS, this Agreement will accomplish the valuable public purposes of beautification and human services through blight remediation in our neighborhoods as well as proving essential workforce development for our Unhoused and Returning Citizens;

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

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. The Contractor will:
   1. Provide Lot Abatement Services as set forth in the **Scope of Work for Lot Abatement Services**, attached hereto as **Exhibit A** and incorporated into this Agreement;
   2. Provide job-readiness training, transitional employment, coaching and placement, and job retention services for one year as set forth in the **Scope of Work for Transitional Workforce Program**, attached hereto as **Exhibit B** and incorporated into this Agreement;
   3. Compensate program participants at a rate of $11.19 or more per hour for work performed. Additionally, Contractor will pay "covered employees" pursuant to Living Wages Article of this Agreement; provided, however, that participants in the JOB1 Youth Works program, youth employed as part of any city-subsidized summer youth employment program, and individuals receiving job-skills preparation through a program subsidized or funded through city financial assistance shall not be considered covered employees for purposes of the City's living wage requirements.
   4. Make documented, good-faith efforts to recruit eligible participants from the City's low-barrier shelters and other shelters for homeless individuals in New Orleans, as more fully described in **Exhibit B, Scope of Work for Transitional Workforce Program**;
   5. Submit timely, complete, and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of "Contractor" as set forth in this Agreement;
   6. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

7. Promptly correct errors and omissions and any work deemed unsatisfactory or unacceptable by the City, at no additional compensation by the City;
8. Cooperate with the City and any person performing work for the City;
9. Communicate immediately with the City if the Contractor is unable to adequately service a property or within the terms laid out in the aforementioned Scopes of Work or complete a Task Order per the scope and other terms detailed in the Task Order assignment.
10. Invoices.
    a. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:
        i. Name of Contractor;
        ii. Date of Invoice;
        iii. Invoice Number;
        iv. Contract or BRASS Number issued by the City (*i.e.*, K#);
        v. Name of the City Department to be invoiced (*i.e.*, Code Enforcement);
        vi. Description of the Services completed; and
        vii. Date of Services.
    b. Invoices will be processed in accordance with Article III of the Agreement.
    c. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.
    d. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.
11. Provide a final report to the City at the termination of this Agreement describing how all of the award funds were specifically used and whether the expected outcomes were accomplished.

ARTICLE II - THE CITY'S OBLIGATIONS

A. The City will:
1. Administer this Agreement through the City's Department of Code Enforcement;
2. Provide the Contractor with a consistent volume of work order assignments in accordance with pre-determined capacity of CEO crews, provided there is sufficient work;
3. Provide requisite specifications and documentation as required by assignment including location, diagrams, maps inspection details, or other property information for completion of assignment;
4. Track work order assignments issued to the Contractor and keep accurate records of all cuts and other completed services, reports, invoices, and payments;
5. Provide templates for the Contractor to use for submission of completed work assignments and monthly labor and training reports;
6. Provide a consistent contact with whom the Contractor will communicate regularly and officially for purposes of this project;

7. Acknowledge the Contractor's communication regarding any properties that it cannot complete and remove them from the current work assignment(s) as applicable; and
8. Provide any other documents or coordination deemed necessary for the Contractor's performance of any work required under this Agreement.

ARTICLE III – FUNDING OR COMPENSATION

A. ***Maximum Amount.*** The maximum amount payable by the City under this Agreement is one million dollars even ($1,000,000.00), as detailed in subsection B below.

B. ***Compensation.*** The Parties agree to compensation according to the fees listed throughout Exhibit A.

C. ***Payment.*** 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.

ARTICLE IV - DURATION AND TERMINATION

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

B. ***Extension.*** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. ***Termination for Convenience.*** Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party written notice of the termination at least 30 calendar days before the intended date of termination.

D. ***Termination for Cause.*** Either party may terminate this Agreement for cause by sending written notice to the other. "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.

Before terminating this Agreement for cause, the party will first notify the Offending Party in writing of its specific failure to perform a contractual obligation, abide by one or more terms, or otherwise breach or default under this Agreement. The Offending Party shall have 30 (thirty) calendar days to cure the breach or defaulting conditions to the satisfaction of the other party's representative, otherwise the other party shall have the right to proceed to terminate the Agreement for cause.

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, 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.

B. *Limitation*. The Contractor's indemnity does not extend to any loss arising from the 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 gross negligence or willful misconduct.

C. *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.

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. **In general**. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

1. **Minimum Requirements**
    a. **Commercial General Liability (CGL),** Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.
    b. **Workers' Compensation.** Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000.
    c. **Automobile Liability Insurance.** Automobile Liability Insurance with a combined single limit of liability of not less than $1,000,000 per accident for

bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

d. **Umbrella/Excess Liability**. Umbrella/Excess policies must Follow Form of the underlying policies.

Important: Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations.

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Contract.

2. **<u>Other Insurance Provisions</u>.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
   a. **Additional Insured Status.** The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this agreement. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
   Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor.
   The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112. The Additional Insured box shall be marked "Y" for Commercial General Liability and Auto Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.
   b. **Primary Coverage.** For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.

   c. **Claims Made Policies.** If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. 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 3 years after the termination of this agreement.

d. **Waiver of Subrogation.** The 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 agreement.

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.

3. **Documentation**

a. **With Notice.** The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: Lot Maintenance and Re-entry Workforce Training Program) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

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

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

b. Without notice from the City, the Contractor will:

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

ii. 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

iii. Notify the City's Risk Manager in writing immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered.

4. **Special Risks or Circumstances**

Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE VII - PERFORMANCE MEASURES

A. *Factors*. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; 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 the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor 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 – INCOPORATED DOCUMENTS

A. *In general*. The following documents are incorporated into this Agreement:

Exhibit A: Scope of Work for Lot Abatement Services

Exhibit B: Scope of Work for Transitional Workforce Program

B. *Direct Conflict*. If any Exhibit directly conflicts, in whole or in part, with this Agreement, the terms and conditions of the Agreement will control except as provided by law.

C. *Difference in Standard.* If any Exhibit differs, in whole or in part, with this Agreement in terms of requirements, standards, timelines, etc., then the more stringent requirement, the higher standard, and the longer timeline, etc., shall prevail, unless the Parties mutually agree otherwise.

ARTICLE IX - NON-DISCRIMINATION

A. *Equal Employment Opportunity*. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

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

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

D. *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.

ARTICLE X - INDEPENDENT CONTRACTOR

A. *Independent Contractor Status*. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. *Exclusion of Worker's Compensation Coverage*. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. *Exclusion of Unemployment Compensation Coverage*. The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

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

ARTICLE 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:
   City of New Orleans
   Code Enforcement and Hearings Bureau
   1340 Poydras Street, Suite 1100
   New Orleans, LA 70112
   Attn: Shay Zeller

   &
   City of New Orleans
   Law Department
   1300 Perdido Street, Suite 5E03
   New Orleans, LA 70112
   Attn: Donesia Turner, Esq.
   City Attorney

2. To the Contractor:
   Center for Employment Opportunities, Inc.
   50 Broadway, Suite 1604
   New York, NY 10004
   Attn: Sam Schaeffer, Chief Executive Officer
   Samra Haider, Executive Director, National
   Copy to: Yuri Okumura, General Counsel

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 – LIVING WAGES

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

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

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

C. ***Living Wage***. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. $11.19 per hour for any work performed on or before December 31, 2021;
2. $13.25 per hour for any work performed on or before December 31, 2022;
3. $15.00 per hour for any work performed on or before December 31, 2023; and
4. $15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. ***Adjusted Living Wage***. In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

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

F. *Reporting*. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the 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

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 XIV- 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 the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. *Audit and Other Oversight*. The Contractor will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. *Choice of Law*. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. *Compliance with City's Hiring Requirements – Ban the Box*.

1. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Party Reference must provide a sworn statement attesting to its compliance with the

City's hiring requirements or stating why deviation from the hiring requirement is necessary.

2. Failure to maintain compliance with the City's hiring requirements through 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 the 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 the 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 severable and 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 sub-Contractors to comply with those provisions.

F. *Conflicting Employment*. To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor 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 the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

G. *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 Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

H. *Convicted Felon Statement*. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

I. *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.

J. *Employee Verification*. The Contractor 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; (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; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor 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. The Contractor 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 the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

K. ***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.

L. ***Jurisdiction.*** The Contractor 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 the Contractor.

M. ***Limitations of the City's Obligations.*** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

N. ***No Third-Party Beneficiaries.*** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

O. ***Non-Exclusivity.*** This Agreement is non-exclusive, and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

P. ***Non-Solicitation Statement.*** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

Q. ***Non-Waiver.*** The failure of 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.

R. ***Ownership Interest Disclosure.*** The Contractor will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavit, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

S. ***Ownership of Records***. Upon final payment, all data collected and all products of work prepared, created or modified by the Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

T. ***Prohibition of Financial Interest in Agreement***. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, 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 the Contractor pursuant to this Agreement without regard to the Contractor's otherwise satisfactory performance of the Agreement.

U. ***Prohibition on Political Activity***. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

V. ***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.

W. ***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.

X. ***Subcontractor Reporting***. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

Y. ***Survival of Certain Provisions*.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

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

ARTICLE XV - 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.

[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 Agreement.

CITY OF NEW ORLEANS

By: ______________________________
LATOYA CANTRELL, MAYOR

Executed on this 14th **of** December **, 2021**

FORM AND LEGALITY APPROVED:
Law Department
By: ______________________________
Printed Name: Tracy Tyler

CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.

By: Sam Schaeffer (Dec 1, 2021 13:32 EST)
SAM SCHAEFFER, CHIEF EXECUTIVE OFFICER AND EXECUTIVE DIRECTOR

FEDERAL TAX I.D. [redacted]

[EXHIBITS A-B CONTAINED ON NEXT PAGES]

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
CENTER FOR EMPLOYMENT OPPORTUNITIES

LOT MAINTENANCE AND WORKFORCE REENTY PROGRAM

SCOPE OF WORK
FOR
LOT ABATEMENT SERVICES

TABLE OF CONTENTS

SECTION 1. OVERVIEW

Center for Employment Opportunities will provide Lot Abatement Services for the City of New Orleans while offering transitional employment, job-readiness training, and other wrap-around services to Returning Citizens and Homeless Individuals. The work contemplated under this agreement falls into 5 categories: **Lot Abatement Work throughout the City**; **Lot Abatement Work in the Lower Ninth Ward**; **Right of Way Maintenance in the Lower Ninth Ward**; **Barrier Installation**; and **Transitional Workforce Programming for Returning Citizens and Homeless Individuals**.

Lot Abatement Work Generally (Throughout the City, not the Lower Ninth Ward) will include mowing tall grass and weeds, clearing severely overgrown weeds and small trees, and hauling away and lawfully disposing of debris from privately owned property, as assigned by the City, throughout the City of New Orleans. This work is more thoroughly defined in **Section 3** of this Scope of Work.

Lot Abatement Work in the Lower Ninth Ward is identical to Lot Abatement Work performed in other parts of the City but will include up to 250 parcels located in the Lower Ninth Ward and follow a different price structure. This work and unique price structure are more thoroughly defined in **Section 4** of this Scope of Work.

Right of Way Maintenance Work in the Lower Ninth Ward will include mowing tall grass and weeds, clearing severely overgrown weeds and small trees, and hauling away and lawfully disposing of debris from public right of ways in the Lower Ninth Ward. This work is more thoroughly defined in **Section 5** of this Scope of Work.

Barrier Installation Work will include the installation of wooden bollards or an approved alternative material, on 80 vacant lots selected by the City to prevent illegal dumping. This work is more thoroughly defined in **Section 6** of this Scope of Work.

Transitional Workforce Program. CEO will provide job-readiness training, transitional employment, Job Coaching and Placement, and Retention Services for one year. This work is more fully explained in **Exhibit B, titled "Scope of Work for Transitional Workforce Program."**

Allocation of Funds. The City will pay CEO up to $1,000,000 for work performed pursuant to this Agreement. The funds will be allocated as follows:

- $400,000 for General Lot Abatement Work (Not in the Lower Ninth Ward)
- $250,000 for Lot Abatement Work in the Lower Ninth Ward
- $300,000 for Right of Way Maintenance in the Lower Ninth Ward
- $50,000 Barrier Installation

SECTION 2. DEFINITIONS.

I. **Parcel or Lot.** An ascertainable site, with boundaries as defined by the Orleans Parish Board of Assessor's property records, including the areas extending to the curb or street; a specified subset of a property; and/or aggregated site containing multiple properties assigned per specification (*i.e.*, the Right of Way in the 1900 Block of Delachaise St.). When a Parcel or Lot is Assigned by the City, it will be identified by street address, Geopin, and or Parcel Identification Number ("PARID").

II. **Right of Way ("ROW").** The portion of property adjacent to and including sidewalks or public thoroughfare, or any portion of private property with frontage to public rights of way, which may extend beyond the boundaries indicated by the Orleans Parish Assessor's Office's property records, but which is the responsibility of the property owner. This may include up to ten (10) feet within the defined property boundary and extending eighteen (18) inches into the street, including sidewalk and servitudes.

III. **Clean.** To collect and remove all litter, trash, and debris encountered in the assigned lot. Said material shall be collected prior to each mowing and then disposed off-site. Shredding of trash by mowing equipment shall not be permitted. Under no circumstances shall collected material be allowed to remain overnight at any assigned area.

IV. **Cut.** To mow, chop, or otherwise reduce all grass, weeds, dead shrubs, which are over 10 inches in height, and "trash" trees with a diameter of less than 4 inches at chest height, to a maximum height of two (2) inch over the lot. Cutting also includes edging along concrete or other hard-surface sidewalks, driveways, and curbs and sweeping debris or clippings thereon.

V. **Trimming.** To cut grass areas around any and all fixed objects. These areas shall be cut to a two (2) inch height and twelve (12) inch distance around all objects.

VI. **Edging.** Cutting grass where it meets surface paving, whether it is concrete, asphalt, brick, or some other material paving type. Edging equipment shall be such that a clean, sharp line along the hard surface/grass interface remains upon completion of edge.

VII. **Lower Ninth Ward.** For the purposes of this Agreement, the area known as the Lower Ninth Ward shall be defined as the land bounded by and including North Claiborne Ave, Jourdan Ave. Florida Ave., Dubreuil St. and Delery St.

SECTION 3. GENERAL LOT ABATEMENT WORK (NOT IN LOWER NINTH WARD)

I. **Lot Abatement Overview.** CEO will perform Lot Abatement Services on behalf of the City, as assigned by a Work Order. For the purposes of this Agreement, Lot Abatement Services, shall include the following tasks:

1. Accurately identifying and locating the assigned parcel by consulting the Orleans Parish Assessor's records and Google StreetView or similar product;
2. Confirming the existence of tall grass and debris violations on the Assigned Parcel;
3. Cutting grass, weeds, brush, and all other unhealthy vegetation to a finished height of 2 inches;
4. Clearing vegetation from fence lines;
5. Pruning ornamental plants and shrubs;
6. Edging, raking, and sweeping driveways and sidewalks;
7. Documenting, with photographs, the condition of the parcel before and after performing services and the amount of debris collected from the property;
8. Haul away and lawfully dispose of all trash and debris within 48 hours of completion of cutting; and
9. Performing all other administrative work associated with billing for these services.

II. **Legal Authority for Lot Abatement.** All Lot Abatement work assigned to CEO under this Agreement will be pursuant to in City Code Section 66-312 through 66-318 and 26-160. It is imperative to this Agreement that CEO and its employees read and fully comprehend these ordinances, what constitutes a violation, the legal process, and CEO's obligations as the City's designee regarding abatement of violations.

NOTE: CEO may not enter property and perform services unless the conditions on the property violate City Code, to wit, the presence of tall grass OVER 10 inches; noxious weeds; and or debris. CEO will not be paid for Abatement Services that are performed where no violations exist.

III. **Lot Abatement Process.** The general Lot Abatement process will be as follows:

1. **Assignment.** The City will issue a Work Order authorizing CEO to perform Lot Abatement Services on a specific Parcel.
2. **Lot Abatement.** CEO will perform Lot Abatement Services on the assigned parcel;
3. **Documentation.** CEO will submit photographic documentation and other details about the work within 72 hours of completion of the work.
4. **Review.** The City will review CEO's documentation and approve or reject the work.
5. **Billing.** On the 10th day of every month, CEO will submit an Invoice to the City for all work performed and approved in the previous calendar month.

IV. Lot Abatement Assignments and Service Types

A. **Initial Cut**. An Initial Cut is an assignment to abate tall grass and debris violations on a Parcel that is not currently being treated by the City. These properties must be completed within fourteen (14) calendar days of issuance of a Work Order.

B. **Maintenance Cut (MC).** A Maintenance Cut is an assignment to abate tall grass and debris violations on a Parcel that has recently undergone treatment by the City. The City will assign Maintenance Cuts on a monthly basis, up to 8 times per year. **Important: CEO will not be paid for more than one Maintenance Cut on a Parcel per calendar month.**

C. **Other Assignment and Service Types:**

i. **Grubbing.** To scrape the assigned lot to a depth of no more than three (3) inches, uprooting all vegetation including but not limited to brush, cane, bamboo and, at the City's discretion, certain trees no greater in diameter than 4 inches at chest height. **Because of the high cost of debris removal, CEO must not clear a lot by grubbing without prior authorization from the City.**

ii. **Partial Cuts.** As part of assigning any cut type (Initial, Grubbing, Maintenance), the City may assign only a portion of a property, such as the ROW or the perimeter.

iii. **Debris Removal Only.** Where a property is in violation of Sec 66-312(c) only, in that it has debris but no vegetation over 10 inches, CEO may charge the City for Debris Removal Only. In these cases, the City will pay for each cubic yard of debris removed, including the first 4 cubic yards.

iv. **No Violation.** An assigned Lot that is in compliance with the City Code, in that all vegetation is less than 10 inches high and no debris is present. If CEO arrives at an assigned property and finds no violations, CEO will take photographs, will NOT perform any abatement services, and will report this property as "No Violation."

v. **Turf Mowing.** To mow the assigned areas to a "semi-fine" texture at a height of no more than 2 inches. Mowing shall be performed in such a manner that it results in a smooth and level cut that conforms to the existing grade. Grass clippings generated by the Contractor's work shall be evenly distributed over the assigned areas.

vi. **Grubbing.** To scrape the assigned lot to a depth of no more than three (3) inches, uprooting all vegetation including but not limited to brush, cane, bamboo, and, at the City's discretion, certain trees. Grubbing also includes removing debris and leaving soil level to grade. For the purposes of this contracts, grubbing does not include breaking up and removing slabs. The Contractor may, at its own expense, choose to use grubbing as a method for an "Initial Cut" assignment.

B. Operations

1. **Work Order and Schedule.** Work will be assigned daily through LAMA and or by a weekly report. All work must be completed by the dates specified in the Work Order. Exceptions may be made for inclement weather or other hardships. However, CEO is responsible for communicating non-completion of work order and sufficient reason to Program Manager and his/her designee.

2. **Debris Removal and Disposal.** CEO will be responsible for collection, transportation, and disposal of trash, refuse, debris and appropriate cuttings on the lot indicated on the work order. Appropriate and lawful disposal includes certified landfills, tire disposal facilities, or other lawful trash and refuse disposal method. CEO may enter into a disposal/dumping contract to haul and legally dispose of debris found on lots in assigned work order.

   CEO or its subcontractor will haul away all debris within 5 calendar days of cutting and or cleaning a parcel. **LEAVING DEBRIS LONGER THAN 5 CALENDAR DAYS IS GROUNDS FOR TERMINATION OF THIS AGREEMENT.**

   The City will pay CEO per Cubic Yard of debris, after the first 4 cubic yards on each assigned parcel. Debris will be stacked in 1 cubic yard piles, which is roughly the size of a standard washing machine. CEO will photograph and demonstrate the size of each pile by including a standard measuring tape in each photo.

3. **Photographic Documentation.** CEO will take photographs of the property before and after performing any services. The photos should include a time, date, and location stamp. CEO must take at least two photos demonstrating that the property is in violation of City Code Section 66-312. In order to demonstrate vegetation on the parcel exceeds a height of 10 inches, the photo should include a yardstick touching and held perpendicular to the ground, with black tape at the 10-inch mark. After performing all work on the property, CEO must take at least two additional photos of the parcel to demonstrate that all violations were abated and work was performed according to this agreement.

CEO will take at least one before and after photo from the same vantage point that shows the entire property, including the curb, the sky and other nearby points of reference—something in the background that helps orient the photo. As mentioned above, CEO will also take at least one (1) photo of each 4 cubic yard debris pile. Additional pictures from other angles are recommended.

All photos will be uploaded to the City's Land Management ("LAMA") software platform within 72 of completion of work.

C. Price Schedule for General Lot Abatement (Not Lower Ninth Ward).
CEO shall be compensated for General Lot Abatement Work, not in the Lower Ninth Ward, on a unit cost basis, according to the following unit price fee schedule:

Description	Unit	Unit Cost
Initial Cut, Regular (Avg. Grass Height 10" – 48")	SF	$0.06
Initial Cut, Heavy (Avg. Grass Height >48")	SF	$0.09
Routine Maintenance Cut (over 10")	SF	$0.015
Debris Removal (4 CY Allowance per Lot)	CY	$0.00
Debris Removal (>4CY Allowance per Lot)	CY	$19.00
Regular Tires (up to 38" Diameter)	Each	$5.00
Large Tires (> 38" Diameter)	Each	$7.50
Mattresses	Each	$12.50

Note: All cuts shall be billed on the actual square footage of grass cut, excluding the square footage of structures and flat work.

SECTION 4. LOT ABATEMENT WORK IN THE LOWER NINTH WARD

Pursuant to this Agreement, the City will assign CEO the task of performing Lot Abatement Services on 250 parcels located in the Lower Ninth Ward. Lot Abatement Services in the Lower Ninth Ward are identical to those same service in other parts of the City, except in Price.

Price and Payment. The City will pay CEO a flat rate of $500 for the Initial Cut and $50 for each subsequent Maintenance Cut, for up to 8 maintenance cuts, inclusive of debris removal. Please note, if a parcel was recently abated by the City, the City will assign the parcel to CEO as a Maintenance Cut, even if it is CEO's first time treating the parcel.

Verification. CEO will provide before and after photos for each cut as it does for General Lot Abatement work in other parts of the City.

SECTION 5. RIGHT OF WAY MAINTENANCE WORK IN THE LOWER NINTH WARD

Pursuant to this Agreement, CEO will cut, clean, and maintain all Right of Ways, as defined in Section 2 of this Scope of Work, that are located in the Lower Ninth Ward and have grass higher than 10 inches and/or trash and debris. CEO will have performed an Initial Cut on all overgrown L9 ROWS **within 60 days from the Execution Date of this Agreement.** Thereafter, CEO will perform Maintenance Cuts on L9 ROWs as often as necessary to keep the grass under 10 inches at all times and the area free from trash and debris.

Acreage. For the purposes of this Section, the Parties agree that the Lower Ninth Ward contains approximately 52 acres of Right of Ways in total and that approximately 25% of all L9 ROWs, or 13 acres, will need services. The Parties further agree that a ROW in this case will range from 5 to 10 feet wide depending on the presence of structures or other obstructions. CEO is expected to maintain a 10 foot ROW unless obstructed by homes, fences, trees, gardens, or vehicles.

Vacant, Unoccupied Property ONLY. This work pertains to ROWS in front of vacant, unoccupied properties that have grass taller than 10 inches and or trash and debris. CEO should not cut grass or remove trash and debris from in front of an occupied property (i.e. garbage left on curb for collection by the Department of Sanitation) that is otherwise being maintained

Verification and Payment. Unlike work performed under other Sections of this Scope, the L9 ROW work will be verified by a Code Enforcement employee who will perform in-person audits before the 25th of each month. Payment for L9 ROW work shall be a flat rate of $25,000 per month, inclusive of all debris removal, and contingent upon a signed Affidavit by a City employee attesting to the fact that they have inspected the area and that all ROWS were in good condition, with grass under 10 inches and free from trash and debris.

Failure to Complete Work. In the case where the City's Inspector finds that CEO failed to perform the Initial Cut on all ROWS within 60 days of Execution of this Agreement or maintain all ROWs in good condition (i.e. presence of trash and debris or grass over 10 inches), the City shall;

(1) Notify CEO by email and allow CEO to correct any failures within 3 business days; and

(2) Reduce CEO's next monthly payment by $1000 for each block that remains in unsatisfactory condition after the 3 business days have passed.

SECTION 6. BARRIER INSTALLATION

Pursuant to this Agreement, CEO will install rounded wooden bollards on up to 80 select vacant lots to prevent illegal dumping. CEO shall provide all labor, supervision, tools, transportation, equipment, and materials necessary for the Provision and Installation of (approximately 865) Bollards on (approximately 80) parcels. The Work shall include, but shall not be limited to the following: Purchase and install dome-top 6-7/8" diameter pressure-treated pine bollards 6'3" long (Arnold Forest Products, Shreveport LA 318-925-6903 OR APPROVED ALTERNATIVE MATERIAL), approximately 5' OC, approximately 36" of the bollard shall be above ground elevation. Bollards are to be installed direct-buried. **CEO may not use concrete as a foundation.** Sand shall be used to fill in around bollard in augured hole. All of the loose dirt generated from each augured hole shall be disbursed/spread on the same work site property.

Contractor must contact LA One Call to locate utilities prior to excavation. The bollards shall be installed approximately 5' apart on each property, but no more than 6' apart and no less than 4' apart.

CEO will clean up the work area at the end of each day, and at completion of the project, and leave the premises free of waste, scrap, used equipment, or other material intentionally or incidentally delivered to the site by Contractor or Contractor's personnel. CEO shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place.

CEO shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work.

SECTION 7. MISCELLANEOUS REQUIREMENTS

A. **Equipment.** CEO will use equipment that is safe and suitable for operations hereunder.

B. **Personal Safety Equipment.** Provide and require all employees and trainees working under this Agreement wear OSHA-approved reflective vests, goggles, gloves, footwear and other personal protective equipment.

C. **Special Conditions.** CEO is not responsible for abating special conditions present on the parcel such as abandoned vehicles, neglected structures, large holes and ruts, buried debris, exposed pipes, broken slabs and sidewalks, open pools and other water collections, dead trees, trespassers or squatters, service disconnections, and hazardous waste.

D. **Nuisances, Damages, Hazards and Spills.** CEO will conduct responsible operations, creating no nuisances or safety or health hazards. CEO will not damage assigned lots and will repair any ruts cause by its equipment. CEO will immediately clean, collect, and remove any fuel or oil spillage and move it to lawful disposal. **IT WILL NOT SWEEP OR WASH ANY SOLID WASTE OR SPILLAGE INTO STORM DRAINS.** Except as otherwise herein provided, CEO's tasked operations will leave, lots cut, smooth, clear, clean and uncontaminated.

   CEO will not fix damage or displacements to installations for which a public utility is responsible, such as electric, gas, and water meters, telephone poles, overhead wires, and some pipes. For such needs, CEO will promptly report the damage or displacement to the responsible utility, obtain the needed correction through the responsible utility, and pay for it.

E. **Dumping Tickets.** On a monthly basis, as a matter of auditing, CEO will submit copies of all dumping tickets documenting and verifying all disposals. Dumping tickets on the facility letterhead will show the facility name and address, the time and date of the disposal, the debris type and quantity, and invoice number. CEO will obtain individual or combined receipts demonstrating full payment for associated disposals.

F. **Illegal Dumping.** CEO will dump no debris, refuse, or other waste except as provided herein. The City may immediately terminate the contract on confirmed evidence that CEO has dumped any waste collected hereunder in violation of law or City ordinance or otherwise in violation hereof.

G. **Risk.** The City does not warrant conditions on assigned lots. CEO acknowledges that assigned lots may contain or present latent and patent hazards and otherwise unsafe conditions, including holes, nails, ruts, soft spots, hidden voids, deadfalls, broken concrete, bricks, pipes, ammunition, weapons, open sewer lines, gas meters and lines, dead trees, rope, insulation, asbestos, building materials, poisonous plants, open pools, live electrical wires, snakes, vermin and other animals, abandoned equipment, hazardous chemicals, fuels, and other conditions and that it enters and operates on assigned lots with full knowledge, prior inspection, and understanding thereof. Anything herein to the contrary notwithstanding, CEO will not enter or work on or permit its employees, workers or sub-CEO to enter or work on any assigned lot CEO considers unsafe. In addition, CEO will not collect hazardous waste, as detailed below in Section 7(H) pursuant to this Agreement.

H. **Hazardous Waste.** For the purposes hereof, "hazardous waste" is, "any chemical compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Louisiana to be "hazardous" as that term is defined by or pursuant to federal, state, or city legislation and regulations. If CEO discovers hazardous materials at an assigned lot, it will immediately report findings to and take direction from the City.

I. **Workforce Development for Unhoused and Returning Citizens.** CEO will focus on creating employment opportunities for Unhoused and Returning Citizens. In addition to its regular sources, CEO will actively recruit and accept participants from the City of New Orleans low barrier homeless shelter. CEO will provide its participants under this Agreement a fair wage and "wrap-around services" in the form of job-readiness training, on-the-job training (equipment operation, etc.), life skills, connection to social services, etc. as needed and agreed upon.

J. **Quarterly Training Reports.** CEO will prepare and submit a Quarterly Training Report, which shall include, at a minimum: anonymous demographic information about each participant (initials or anonymous identification number, date of birth, race, sex, start/end date with CEO, duration of incarceration and date of release); referral source; housing status; a description of services provided to each Trainee by CEO; whether Trainee completed the program; whether graduate Trainee obtained and maintained employment; and any other data deemed useful for evaluating effectiveness of the CEO model.

K. **Safety and Security.**

1. CEO will promote safety and security in its operations hereunder. CEO will observe and monitor conditions and activities during, at, and near its operations. CEO will immediately report all observed real or perceived dangerous, violent, unruly, disgraceful, illegal, and suspicious conditions and incidents to police officials. CEO will promptly report such conditions and incidents to the City's Representative.

2. In all cases, CEO will conduct its operations mindful to maintain public safety and order. CEO will engage the public with courtesy and respect, and apply due caution

and care for persons and property as it operates its equipment and renders services hereunder.

3. CEO will not engage the public in any disputes, but will seek police assistance where needed.

EXHIBIT "B" CONTAINED ON NEXT PAGE

EXHIBIT B

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

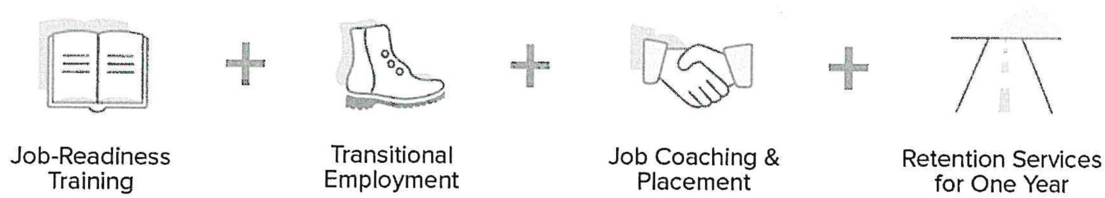
CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.

SCOPE OF WORK
FOR
TRANSITIONAL WORKFORCE PROGRAM
See Pages 29-34

QUALIFICATIONS

SCOPE OF WORK - TRANSITIONAL WORKFORCE PROGRAM

CEO's model consists of four phases specifically designed to enable people recently released from incarceration to successfully enter the labor market. Participants move through the phases at their own pace, allowing each person to focus on their own unique barriers to employment while adhering to CEO's evidence-based model. Our short-term goal is to provide participants with the knowledge, experience, and training necessary to become permanently employed - an objective we accomplish through transitional employment and robust vocational services. In the long term, we work to abate the persistence of poverty, reduce recidivism, and develop healthier outcomes for participants, their families, and communities. The four phases of CEO's program are:



1. Job Readiness Training:

The program begins with a weeklong class called Pathway to Employment (P2E), taught by a qualified instructor at CEO's offices. This orientation begins to prepare individuals to enter or reenter the workforce through interactive sessions focused on crucial workplace practices. Participants create a resume, learn to fill out job applications, and practice answering interview questions, specifically questions related to their conviction(s). During the week, CEO staff also assist each participant in assembling all necessary work documents (e.g. state ID, I-9 compliance), ensure compliance with crew specific policies (such as COVID testing), support application for SNAP benefits ("food stamps") and other available supportive resources. The P2E curriculum incorporates Cognitive Behavioral Interventions (CBI), a non-clinical intervention that works with individuals to identify the connections between their life experiences, emotions, thoughts, resulting actions, and consequences. The curriculum in use, *Cognitive Behavioral Interventions for Employment (CBI-EMP)*, was developed in partnership with the University of Cincinnati Corrections Institute. The P2E class serves as an introduction to the various themes that participants will encounter throughout their time in the program, including the CEO Company Principles (CEO-CPs), which are the core soft skills that participants need for success in the workplace. The five CEO-CPs are 1) cooperation with a supervisor, 2) effort at work, 3) being on time, 4) cooperation with coworkers, and 5) personal presentation. The CEO-CPs and other themes introduced during P2E are then reinforced throughout participants' time with CEO, especially during transitional employment.

2. Transitional Employment:

CEO's social enterprise is a key component of its program model. After graduating from P2E, participants move immediately into paid transitional work, providing crew-based services for public agency and private-sector partners. CEO secures contracts with these partners, supporting the dual goal of hiring a consistent, quality workforce, while also providing jobs that help returning citizens provide for themselves and their families. Participants work four days per week on transitional work crews, during which they receive on-the-job training and daily coaching and feedback from their site supervisors. CEO provides transportation to and from the worksite, as well as any transportation between work locations required throughout the day. At the end of every shift, participants are paid and given feedback on their performance using CEO's performance assessment tool "Passport to Success" (PTS). The feedback they receive is based on the CEO-CPs, supporting participants' professional development. For participants, the work crews provide the time and space to become "work ready" at their own pace, and the daily income is key as it provides stability during a crucial time and facilitates a rapid attachment to the workforce. On average, participants spend two to three months on CEO transitional work crews before being placed in unsubsidized employment.

3. Job Coaching and Placement:

While working transitionally for CEO, our Job Coaches work closely with participants to assess skills and to bring them to a level of readiness that allows them to compete in the job market. CEO participants receive a full suite of vocational services, including weekly one-on-one job coaching and assistance obtaining any documents needed for employment. Weekly sessions include mock interviewing, resume development (including participants' CEO transitional work experience and any work they may have done while incarcerated), and further practice answering the "conviction question". Feedback from their transitional work crew supervisor is also reviewed during job coaching sessions, providing participants the opportunity to address challenges and further develop their job skills. Job Coaches also connect participants to support systems to help remove barriers to entry, such as transportation and childcare challenges, lack of interview attire, behavioral issues, substance use disorder, and others. CEO works also with local partners to provide wraparound services such as housing support, healthcare, and benefits access to participants, working through the many challenges participants face. CEO has a specific "Job Start Readiness" (JSR) assessment that is administered during job coaching. Once participants are assessed "Job Start Ready" and prepared to search for a permanent job, they begin working with CEO's Job Developers. Job Developers actively work with local employers to understand labor needs and assist participants with job applications and interview preparedness. Staff help participants leverage their transitional work experience to secure placement in permanent employment outside of CEO. If at any point a participant loses their job, the Job Developer will work with the participant to understand what challenges they faced, offer support services to overcome those barriers, and connect the participant to new job opportunities.

4. Retention Services:

For one full year following placement into an unsubsidized job, CEO participants receive intensive job retention services, including workplace counseling, crisis management, career planning, and introductions to education/training programs with the goal of creating economic opportunity. Further, at any time after completing Pathway to Employment, participants may take advantage of several no-cost training programs aimed at strengthening their skills and making them more competitive in the job market. CEO staff will maintain contact with the employer to ensure their needs are being met, and step in to help resolve any issues. CEO's retention services offer continuous support once an individual has been placed into a full-time job and help them establish a long-term connection to the labor force. In addition, CEO offers "Rapid Rewards" incentives, which provide monthly bonuses to individuals who meet progressive employment retention milestones. Rapid Rewards motivate participants' progress and allow CEO to maintain consistent contact with each individual. If participants lose jobs in the private workplace, they can immediately rejoin CEO crews to maintain consistent income and stability while exploring new options for permanent employment. CEO conducts employment verifications through pay stubs or direct communication with the employer. Staff will continue to connect participants to community partners who can help overcome challenges such as substance abuse, food scarcity, subsidized housing, transportation, childcare, and education. CEO operates on a case management system and all communication with participants and employers is tracked in our database.

Individualized Approach:

Among the unique characteristics of CEO's program model is its individualized approach to participant success. One of the most important aspects of working with formerly incarcerated people is recognizing that each person has unique needs and is best served when resources and programming are customized to those needs. By taking an individualized approach, each CEO participant can focus on their own barriers to employment while moving through the CEO model with staff support. Unlike cohort-based models that move participants through a defined program on a strict timeline, CEO tailors its services to the unique circumstances of the individual.

CEO prides itself on a strong data- and performance-driven culture and is committed to measuring the impact of its work across all facets of its model. CEO is one of the only employment reentry programs in the country to submit itself to rigorous evaluation and show meaningful impacts on recidivism. In a randomized control trial evaluation by the independent research firm MDRC, CEO was found to significantly reduce re-arrests, reconviction, and re-incarceration within three years of release. CEO participants at a higher risk of re-incarceration spent 30% less time in prison or jail than the control group—outcomes deemed rare in rigorous studies of this kind. The program was also found to be highly cost-effective: for every dollar spent, CEO generated up to $3.30 in savings, primarily in reduced criminal justice spending. An additional evaluation by the NYS Division of Criminal Justice Services found positive long-term impacts on employment outcomes for CEO participants. The results (released in 2018) show that three years post-enrollment, CEO participants were 48% more likely to be employed than the comparison group.

Shelter Specific Recruitment:

CEO New Orleans welcomes the opportunity to serve individuals in low barrier homeless shelters. We see this as an opportunity to expand our footprint and service to the greater New Orleans area. We are committed to holding a bi-weekly meeting with leaders from the shelter to strategize recruitment and engagement opportunities. CEO New Orleans will also dedicate the last week of the month for P2E Class for the homeless shelter, either virtual or in person depending on covid restrictions and make monthly visits to boost our presence at the shelter.