

K22-1116

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

DELGADO COMMUNITY COLLEGE

AND

THRIVE NEW ORLEANS

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), the Delgado Community College, represented by its Chancellor, Larissa Littleton-Steib (“**Delgado**”), Thrive New Orleans, represented by its Executive Director, Clarence Morse (“**Thrive**”). The City, Delgado, and Thrive may sometimes each be referred to as a “**Party**” or 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, Delgado is a political subdivision, which principal address is located at 615 City Park Avenue, New Orleans, Louisiana 70119.

WHEREAS, Thrive is a non-profit, which principal address is located at 1433 North Claiborne Avenue, New Orleans, Louisiana 70116;

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 Parties desire to accomplish a valuable public purpose of creating education courses and programming in horticultural to achieve economic growth in green infrastructure.

WHEREAS, Delgado will provide equipment and faculty;

WHEREAS, Thrive will provide students and funding via AdvancingCities; and

WHEREAS, the City will provide use of Department of Parks & Parkways’ (“**Department**”) Greenhouse #5.

NOW THEREFORE, the City, Delgado, and Thrive each having the authority to do so,

agree as follows:

ARTICLE I - DELGADO'S OBLIGATIONS

A. Services. Delgado will:

1. Provide faculty and curriculum for the program.
2. Provide all equipment and materials required for the portion of the program for which responsible.

B. Obligations. Delgado will:

1. Acknowledge the Department's operating policies and procedures.
2. Supervise all students while on the City's property.
3. Acknowledge all staff and students affiliated with the program are required to wear uniformed identifying shirts (in a color other than green).
4. Acknowledge that the City's property will not to be used for lectures or classroom style education; only greenhouse "labs" may be conducted on the City's property.
5. Acknowledge that any greenhouse mechanical system changes, including to the MeeFog system, must be submitted in writing to the City. The City has ultimate control of ventilation, heating, and MeeFog system to operate within the parameters of greenhouse best practices.
6. Acknowledge that Delgado cannot grow any species on the Louisiana Noxious Weed Seed List or any illicit drugs.
7. Attend all regular quarterly and special meetings called by the City.
 - a. Provide reports on program outcomes.
8. Permit Department staff to enroll in the program.
9. Acknowledge all public relations, collateral materials, and social media posts affiliated with the program must be approved by the Department and include the Department's logo.
 - a. Acknowledge the Department is required to be tagged in any approved social media posts affiliated with the program using #Parkways and @ParksandParkways.
10. Acknowledge staff and students are not permitted to post images affiliated with the program and of or on the City's property on personal social media accounts. Posting on personal social media accounts will result in expulsion from the City's property.

11. Acknowledge that the City is not responsible for any lost, stolen, or damaged property.
12. Remove all equipment and materials affiliated with the program from City property at end of term of the Agreement.

C. Insurance.

1. Provide insurance required by the City in Article VII.

ARTICLE II - THRIVE'S OBLIGATIONS

A. Services. Thrive will:

1. Provide students for the program.
2. Provide funding via AdvancingCities, for the program.
3. Provide all equipment and materials required for the portion of the program for which responsible.

B. Obligations. Thrive will:

1. Acknowledge the Department's operating policies and procedures.
2. Supervise all students while on the City's property.
3. Provide and acknowledge all staff and students affiliated with the program are required to wear uniformed identifying shirts (in a color other than green).
4. Acknowledge that the City's property will not to be used for lectures or classroom style education; only greenhouse "labs" may be conducted on the City's property.
5. Be permitted to install a temporary shade covering in Greenhouse #5 that has been submitted in writing and approved by the City.
6. Be permitted to install a permanent shade system in Greenhouse #5 using City approved specifications and vendor.
7. Acknowledge that any greenhouse mechanical system changes, including to the MeeFog system, must be submitted in writing to the City. The City has ultimate control of ventilation, heating, and MeeFog system to operate within the parameters of greenhouse best practices.
8. Acknowledge that Thrive cannot grow any species on the Louisiana Noxious Weed Seed List or any illicit drugs.
9. Attend all regular quarterly and special meetings called by the City.
 - a. Provide reports on program outcomes, including program enrollment.

10. Permit Department staff to enroll in the program.
11. Acknowledge all public relations, collateral materials, and social media posts affiliated with the program must be approved by the Department and include the Department's logo.
 - a. Acknowledge the Department is required to be tagged in any approved social media posts affiliated with the program using #Parkways and @ParksandParkways.
12. Acknowledge staff and students are not permitted to post images affiliated with the program and of or on the City's property on personal social media accounts. Posting on personal social media accounts will result in expulsion from the City's property.
13. Acknowledge that the City is not responsible for any lost, stolen, or damaged property.
14. Remove all equipment and materials affiliated with the program from City property at end of term of the Agreement.

C. Insurance.

1. Thrive is not required to maintain Professional Liability Coverage.

ARTICLE III - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Department.
2. Provide Delgado and Thrive with the Department's operating policies and procedures and other documents deemed necessary for Delgado and Thrive's performance of any work required under this Agreement.
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by Delgado and Thrive.
4. Host all regular quarterly and special meetings.

B. Services. The City will:

1. Provide use of Greenhouse #5 Monday-Friday 0730-1530 (excluding city holidays and emergency declarations).
 - a. Sign-in sheets or security check-ins may be required by the Department.
2. Provide one assigned parking space for Delgado faculty.
3. Provide assigned parking space for one Thrive transport bus.

4. Provide space for Department approved storage container provided by Delgado or Thrive.
5. Provide a lock for and allow regulated use of the gate next to Greenhouse #5.
6. Provide water for horticulture purposes.
7. Provide use of electricity for a refrigerator, water cooler, fans, or other appliances required for the students and staff. All appliances must be approved by the Department.
8. Provide personnel staging area in the Greenhouse headhouse only in the event of extreme weather.

ARTICLE IV - FUNDING

The City has no funding obligations under this Agreement.

ARTICLE V - 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.** The City may terminate this Agreement at any time during the term of the Agreement by giving Delgado and Thrive written notice of the termination at least 30 calendar days before the intended date of termination.
- D. Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to other Parties. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.
- E. Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE VI - INDEMNITY

- A. In General.** To the fullest extent permitted by law, the other Parties 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 other Parties, 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 other Parties in connection with the performance of work under this Agreement.

B. Limitation. The other Parties' 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 other Parties nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The other Parties 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 other Parties is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the other Parties 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 VII – INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, Delgado 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 Delgado's scope of work under the Agreement.

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

a. Minimum Requirements:

- i. **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.
- ii. **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.

- iii. 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.
- iv. Professional (Errors & Omission) Liability. As professional services are required under the contract, insurance appropriate to the Delgado's profession, providing coverage against claims which Delgado becomes legally obligated to pay as damages arising out of the performance of services with minimum limits of \$1,000,000 each claim and \$2,000,000 aggregate.
- v. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Delgado must procure and evidence full extended reporting period (ERP) coverage.
- vi. Delgado shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.
- vii. The obligations for Delgado 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 or relieve Delgado from any liability incurred as a result of their activities/operations in conjunction with Delgado's obligations and/or Scope of Work.

b. Other Insurance Provisions.

- i. Additional Insured Status. Delgado will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Delgado's 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).
- ii. Delgado 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 Delgado. 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 (**User Department Mailing Address**), with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

- iii. The Additional Insured box shall be marked “Y” or Commercial General Liability coverage. The Subrogation Waiver Box must be marked “Y” for Workers Compensation/Employers Liability and Property.
- iv. Primary Coverage. For any claims related to this agreement, Delgado’s 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 Delgado’s coverage.
- v. 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, Delgado must purchase “extended reporting” coverage for minimum of 3 years after the termination of this agreement.
- vi. Waiver of Subrogation. Delgado 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.
- vii. Notice of Cancellation. Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.
- viii. 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.

C. Notice. Delgado 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.: CEA) the following documents, within 10 calendar days of the City’s request:

- a.** Copies of all policies of insurance, including all policies, forms, and endorsements:
 - i. 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.

D. 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.

E. Without notice from the City, Delgado will:

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

ARTICLE VIII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of Delgado 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 Delgado fails to perform according to the Agreement, the City will notify Delgado. If there is a continued lack of performance after notification, the City may declare Delgado 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 Delgado for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Delgado.

ARTICLE IX - NON-DISCRIMINATION

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

ARTICLE X - INDEPENDENT CONTRACTOR

A. Independent other Parties Status. Delgado 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 Delgado, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by Delgado will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. Delgado, 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 Delgado 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) Delgado 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 Delgado are outside the normal course and scope of the City's usual business; and (c) Delgado has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. Delgado, 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 other Parties 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 other Parties 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 other Parties 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:

Department of Parks and Parkways
City of New Orleans
1 Green Parade Lane
New Orleans, LA 70122

&

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

2. To the other Parties:

Larissa Littleton-Steib
Delgado Community College
615 City Park Avenue
New Orleans, Louisiana 70119

&

Clarence Morse
Thrive New Orleans
1433 North Claiborne Avenue
New Orleans, Louisiana 70116

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

C. Audit and Other Oversight. Delgado will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires Delgado 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, Delgado 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. 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 Delgado 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.

F. 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 other Parties shall reimburse the City or disgorge anything of value or economic benefit received from the City if the other Parties fails to meet its contractual

obligations.

G. 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.

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

- i. Site Map of the Department
- ii. Louisiana Noxious Weed Seed List

I. Jurisdiction. Delgado 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 Delgado.

J. 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.

K. 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.

L. Non-Exclusivity. This Agreement is non-exclusive and Delgado 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.

M. 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.

N. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement:

- i. Site Map of the Department
- ii. Louisiana Noxious Weed Seed List

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

P. 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 Delgado, 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 Delgado pursuant to this Agreement without regard to Delgado’s otherwise satisfactory performance of the Agreement.

Q. 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.

R. 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.

S. 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.

T. 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.

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

ARTICLE XIV - COUNTERPARTS

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

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other

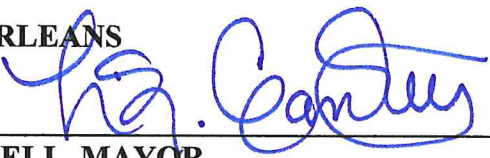
document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually 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 Delgado, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

Executed on this 16th of December, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tule

DELGADO COMMUNITY COLLEGE

 BY: 

LARISSA LITTLETON-STEIB, CHANCELLOR


FEDERAL TAX I.D.

THRIVE NEW ORLEANS

BY: 

CLARENCE MORSE, EXECUTIVE DIRECTOR

FEDERAL TAX I.D.

**[EXHIBIT(S) A- X CONTAINED ON NEXT PAGE(S) *or* ATTACHED SEPARATELY (if
too voluminous)]**



**NEW ORLEANS
BUSINESS ALLIANCE**
CULTURE. EQUITY. PROSPERITY

Amount	\$75,000 per year over two years
Payment Method	Wire Transfer
Payment Schedule	Year one to be deposited on or about April 30, 2022 with subsequent year two on or about January 15, 2022
Project Activities and Deliverables	• Participate in expansion of credential access for workforce and small businesses as part of goal of 400 individuals in workforce training earning credentials and 25 businesses/business owners receiving credentials/certifications • Participate in monthly grantee partner meetings related to employers and data sharing and annual convenings • Participate in development of course planning and expansion
Subgrantee recordkeeping requirements	To be finalized with Kaleidoscope (evaluation pa
Progress reports and due dates (if any)	Due to NOLABA by 10/15/22, collaborative report due to JPMC 10/31/22
Final report due date (if any)	Due to NOLABA 4/15/2024, collaborative report due to JPMC 4/30/2024