

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
START CORPORATION, INCORPORATED
EMERGENCY SHELTER

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 START Corporation, represented by Casey Guildry (the “**Non-Profit**”) to accomplish the project entitled, “General Fund, Start Corporation” and Project Number LBS-01B(23). The City and Start Corporation may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective as of March 1, 2023, the date of execution by the City (the “**Effective Date**”).

RECITALS

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

WHEREAS, the START Corporation is a non-profit, which administrative principal address is located at 701 Loyola Avenue, Suite 106, New Orleans, Louisiana 70130;

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 and the Start Corporation desire to provide emergency shelter shelters and supportive services to the homeless residents of Orleans Parish;

WHEREAS, the Start Corporation has the expertise to provide such activities to homeless individuals and families in Orleans Parish; and

WHEREAS, the City has agreed to provide funding for the services to be rendered.

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

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

A. Contractor’s Responsibilities.

The Contractor agrees to:

1. Attend mandatory meetings sponsored by the Office of Housing Policy and Community Development.
2. Provide the services and activities specified in the Contract Analysis Document and Project Descriptions and Budget Forms for the City's General Funds and Philanthropic Funds Project which is marked as ***Attachment I*** and made a part of this Agreement.
3. Provide written certification to OCD, as proof of involvement in the HMIS as mandated by HUD, through the submission of either: (1) the "**Homeless Management Information Systems Data and Technical Standards Notice**," designated as ***Attachment II***, which is attached hereto and made part of this Agreement, or (2) provide written certification of participation in HMIS.
4. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations as set forth in this Agreement;
5. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;
6. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
7. Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and
8. Cooperate with the City and any person performing work for the City.
9. Provide emergency shelter services for approximately 400 homeless Orleans Parish residents in the facility on the second and third floor of the City's Low Barrier Shelter facility.
10. Provide breakfast, lunch and a nutritional dinner seven days a week for 365 days a year for approximately 350 homeless Orleans Parish residents.
11. Provide security services for a safe environment for residents at the facility who reside on the second and third floor and for those that visit the facility for services of the City's Low Barrier Shelter.
12. Provide janitorial services that will result in a clean and sanitized facility for the Orleans Parish residents who reside and/or visit the facility for services.

B. Location of Program Activities. The administrative office of this program is located at 701 Loyola Avenue, Suite 106, New Orleans, Louisiana 70130. The program activities are located at the City's Low Barrier Shelter 1530 Gravier Street New Orleans, Louisiana 70112.

C. **Program Benefit.** The Subrecipient shall provide services to homeless individuals who reside in Orleans Parish. Documentation must be kept on file regarding participant's homeless status.

D. **Key Personnel.** The Subrecipient identifies the following key personnel to provide the services:

1. **Project Administration and Operations:**

a. Casey Guidry, its Executive Director.

2. **Change to Key Personnel:** Start Corporation shall notify the City in writing of any change of the above listed "Key Personnel." The City retains the right to reject any such substitution within 30 days of receipt of written notice of substitution.

E. **Compliance with City Laws** Start Corporation shall:

1. **In general.** Comply with the city requirements incorporated therein by reference, whether specifically discussed herein or not.

2. **Uniform Administrative Requirements.** Comply with the applicable Uniform Administrative Requirements as described in 2 CFR 200.

3. **Procurement.** Comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this Agreement.

ARTICLE II- REPRESENTATIONS AND WARRANTIES

A. Start Corporation represents and warrants to the City that:

1. Start Corporation, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. Start Corporation has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. Start Corporation is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Subrecipient, its employees, or its sub-subrecipients in the performance of this Agreement;

4. Start Corporation is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair Start Corporation's performance of this Agreement;

5. Start Corporation has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. Start Corporation is not in breach of any federal, state, or local statute, regulation, or code applicable to the Subrecipient or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to Start Corporation's most favored customer for the same or substantially similar services;

8. Start Corporation has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Subrecipient, and the execution of this Agreement by Start Corporation. representative constitutes a sworn statement, under penalty of perjury, by the Subrecipient as to the truth of the foregoing representations and warranties.

ARTICLE III - THE CITY'S OBLIGATIONS

A. **Administration.** The City will:

1. Administer this Agreement through the Office of Housing Policy and Community Development.
2. Administer the Agreement through the Office of Community Development.
3. Provide funds for the program activities.
4. Process all payment requests expeditiously, in accordance with payment requirements detailed in the Agreement.
5. Provide staff for technical assistance and programmatic support.

ARTICLE IV – FUNDING OR COMPENSATION

A. **Maximum Amount.** The maximum amount funded or payable by the City of general funds under this Agreement is One Million Five Hundred Dollars and 00/100 (\$1,500,000.00), as per the attached “**Budget & Cost Control Statements**,” designated as ***Attachment III***, which is attached hereto and made part of this Agreement.

B. **Budget Revisions.** Start Corporation is allowed budget revisions during the contract period. No budget revision requests will be accepted after November 3, 2023. It is further expressly understood and agreed that in no event will Start Corporation exceed any budget line item prior to receiving, in writing, a budget revision from the City authorizing the excess.

C. Monthly Submittal of Budget & Cost Control Statements. Start Corporation agrees to provide OCD, ATTN: Neighborhood Services & Facilities 1340 Poydras Street, Suite 1000, New Orleans, Louisiana on the 10th working day of each month, one original and one copy of the Budget and Cost Control Statement(s). Start Corporation further agrees to provide the City by uploading via the Budget, Requisition and Accounting Services System (BRASS) the Budget and Cost Control Statement(s) and supporting documentation for each budget line costs. This information will be provided to the City in accordance with “**OCD Fiscal Unit Policies and Procedures**,” designated as *Attachment IV*, which is attached hereto and made part of this Agreement.

D. Monthly Payments. Payment will be made monthly, based on receipt of the monthly Budget and Cost Control Statement approved and signed by the fiscal accountant. Start Corporation understands and acknowledges that the contract sum will be paid on a cost reimbursement basis, computed on actual or accrued expenditures. It is further understood and agreed that Start Corporation will only be entitled to the compensation upon satisfactory performance of the work of the Agreement as shall be determined by the City.

E. Payment Only for Eligible Activities. Start Corporation understands and acknowledges that the funds provided shall be used exclusively for the purpose described above and shall not be used to cover any other expense of Start Corporation. Start Corporation shall be responsible for collecting and maintaining any and all source documents evidencing eligible and authorized expenditures as provided for in the budget for administrative cost. Start Corporation will not be compensated for any ineligible or unsupported costs. Furthermore, it is understood and agreed that claims such as, but not limited to, those which may result from Start Corporation’s failure to pay debts incurred by Start Corporation are the exclusive responsibilities of the non-profit and not the City.

F. Uniform Administrative Requirements. The Subrecipient understands and agrees that all expenditures will be made in accordance with the Office of Management and Budget (OMB), 2 CFR Part 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” commonly referred to as Uniform Guidance and all other procedures related to the expenditures of the amount of compensation provided by this contract as may be imposed on the Subrecipient by the City or Federal government.

G. Amount of Compensation Subject to Funding Availability. Start Corporation further understands that the amount of compensation specified in this Agreement is subject in whole or in part to the release of General Funds to OCD and/or appropriation of funds by the New Orleans City Council and receipt of funds from the Downtown Development District. Additionally, it is agreed by Start Corporation that the expressed maximum sum of compensation is subject to be modified by the City when deemed necessary by the City based on results of budgetary analysis.

H. Withholding Reimbursement to Settle Questioned or Ineligible Costs. Furthermore, it is expressly understood and agreed that the City may reserve, utilize, and/or expend the amount of compensation toward the “supplemental” portion of any existing or to-be-acquired funds, and may also withhold reimbursement to Start Corporation in order to settle any questioned or ineligible cost incurred by the non-profit in the operation or performance of any previous contracts involving the City-funded program operated by Start Corporation, which the City may deem ineligible or unallowable under said previous contract(s) provisions and/or rules and regulations applicable to the program.

I. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days provided 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 V - MONITORING OF NON-PROFITS PERFORMANCE

A. Monitoring. The City shall monitor the performance of the non-profit as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure non-profit compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the non-profit within 30 calendar days after being notified by the City, the City may impose additional conditions on the non-profit and its use of funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

B. Reporting. The non-profit shall submit:

1. Monthly Reporting Requirement. The non-profit agrees to provide OCD Neighborhood Services & Facilities, 1340 Poydras Street, 10th Floor, New Orleans, Louisiana by the tenth working day of each month one copy of the information described and requested in the “**Monthly Reporting Requirements**” form, as may be amended, designated as **Attachment V**, which is attached hereto and made part of this Agreement.

C. Failure to Perform or Breach. If the Subrecipient: 1) fails to perform according to the Agreement, 2) breaches the Agreement, or 3) does not comply with city requirements, the City will notify the non-profit. If there is a continued lack of performance or lack of curing of breach or non-compliance after notification and a reasonable time period to cure (as determined by the City in the given instance), then the City may declare the non-profit 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 non-profit for any increase in costs and other damages sustained by the City. Furthermore, the non-profit acknowledges its obligation to repay the City the general funds that are identified with the period of noncompliance. The non-profit acknowledges that the amount of repayment are not necessarily commensurate with the period of non-compliance, and amount repayment could be up to the total amount of compensation disbursed.

ARTICLE VI - DURATION AND TERMINATION

A. Term. The term of this agreement shall be for ten (10) months: March 1, 2023 to December 31, 2023.

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 Start Corporation 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 the Contractor. "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 VII - INDEMNITY

A. **In General.** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

B. **Limitation.** The Contractor's indemnity does not extend to any loss arising from the gross negligence, 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, 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 VIII – INSURANCE

A. 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.

B. If the Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

C. Minimum Requirements:

1. 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.

2. 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. Abuse & Molestation coverage shall be provided, with minimum limits of not less than \$250,000.

3. Automobile Liability Insurance with a combined single limit of liability of not less than \$500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

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

5. Important: 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 or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractor's obligations and/or Scope of Work.

D. 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 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 Contractor'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).

1. 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 Office of Community Development, 1340 Poydras Street, Suite

1000, New Orleans, Louisiana 70112, with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

2. The Additional Insured box shall be marked “Y” for Commercial General Liability coverage. The Subrogation Waiver Box must be marked “Y” for Workers Compensation/Employers Liability and Property.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

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

1. Copies of all policies of insurance, including all policies, forms, and endorsements;

2. 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.

K. 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.

L. Without notice from the City, the Contractor will: Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement.

ARTICLE IX - PERFORMANCE MEASURES

A. **Factors**. The City will measure the performance of the non-profit 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 non-profit fails to perform according to the Agreement, the City will notify the non-profit. If there is a continued lack of performance after notification, the City may declare the non-profit 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 X – 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. \$15.00 per hour for any work performed on or before December 31, 2023; and
2. \$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 (iii) 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 XI – HIRENOLA PROGRAM

Start Corporation agrees to abide by City Code sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the non-profit fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

ARTICLE XII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, Start Corporation (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental

disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, Start Corporation 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 non-profit in any of on-profit'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 non-profit 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. Start Corporation 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 Start Corporation fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XIII - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. Start Corporation 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 non-profit, 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 the non-profit will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

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

D. Waiver of Benefits. Start Corporation, 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.

XIV- 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 XV - 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:

Office of Community Development
1340 Poydras Street, Suite 1000
New Orleans, Louisiana 70112

&

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

2. To the Contractor:

Casey Guidry, Executive Director
Start Corporation, Inc.
701 Loyola Avenue
New Orleans Louisiana 70130

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 addresses set forth above.

ARTICLE XVI - 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 non-profit's interest in it are not assignable or transferable without the City's prior written consent.

C. **Audit and Other Oversight** The non-profit will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the non-profit 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 non-profit 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 non-profit 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 non-profit 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 non-profit 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 non-profit remains noncompliant, the City may move to suspend payments to the non-profit, 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.

The non-profit will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-non-profit to comply with those provisions.

F. Conflicting Employment. To ensure that the non-profit's efforts do not conflict with the City's interests, and in recognition of the non-profit's obligations to the City, the non-profit 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 non-profit 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 non-profit'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 non-profit 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 non-profit 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 non-profit 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 non-profit being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The non-profit 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 non-profit 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 non-profit 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. Exhibits. The following exhibits will be and are incorporated into this Agreement:

1. Contract Analysis Document and Project Description and Budget Forms for the City's General Funds Project, Attachment I,
2. Homeless Management Information Systems Data and Technical Standards Notice, Attachment II,
3. Budget & Cost Control Statements, Attachment III,
4. OCD Fiscal Unit Policies and Procedures, Attachment IV, and
5. Monthly Reporting Requirements, Attachment V

M. Jurisdiction. The non-profit 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 non-profit.

N. 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.

O. No Expectation of Benefit or Special Treatment The non-profit swears that, as a result of the donation of the services that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

P. 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.

Q. Non-Exclusivity. This Agreement is non-exclusive and the non-profit 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.

R. Non-Solicitation Statement The 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.

S. 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.

T. 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; OCD Fiscal Unit Policies and Procedures, Budget and Cost Control Statement, HMIS Data and Technical Standards Notice, and Monthly Reporting Requirements.

U. Ownership Interest Disclosure The non-profit will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the non-profit and stating that no other person holds an ownership interest in the non-profit 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 non-profit fails to submit the required affidavit, the City may, after 30 days' written notice to the non-profit, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

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

W. 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 non-profit, 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 non-profit pursuant to this Agreement without regard to the non-profit's otherwise satisfactory performance of the Agreement.

X. 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.

Y. 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.

Z. 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.

AA. Subcontractor Reporting. Start Corporation will provide a list of all natural or artificial persons who are retained by the non-profit at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the non-profit's work for the City. For any subcontractor proposed to be retained by the non-profit to perform work on the Agreement with the City, the non-profit must provide notice to the City within 30 days of retaining that subcontractor. If the non-profit 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.

BB. 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.

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

ARTICLE XVII – 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 XVIII - 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 Start Corporation, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 16th of OCTOBER, 2023

BY: _____
JEAN PAUL MORRELL, PRESIDENT, CITY COUNCIL

Executed on this _____ of _____, 2023

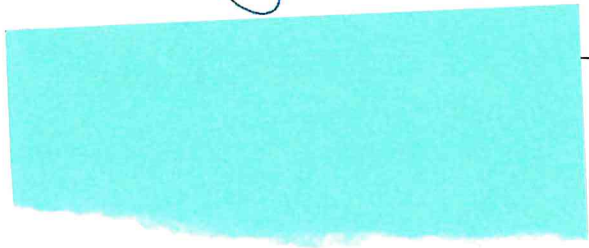
FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tyle

START CORPORATION, INCORPORATED

BY: 
CASEY GUIDRY, EXECUTIVE DIRECTOR

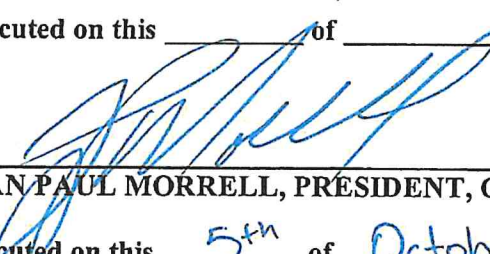


IN WITNESS WHEREOF, the City and Start Corporation, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2023

BY: _____
JEAN PAUL MORRELL, PRESIDENT, CITY COUNCIL

Executed on this 5th of October, 2023

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

START CORPORATION, INCORPORATED

BY: _____
CASEY GUIDRY, EXECUTIVE DIRECTOR

FEDERAL TAX I.D.

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

START CORPORATION, INCORPORATED

EMERGENCY SHELTER

ACKNOWLEDGEMENT: RECEIPT OF CONTRACT ATTACHMENTS

The Contractor, START Corporation, Inc., through Casey Guildry, its Executive Director, acknowledges electronic receipt of the following documents, which are incorporated into this Agreement:

Initial each item:

CG Contract Analysis Document and Project Description and Budget Forms for the City's General Funds Project, Attachment I,

CG Homeless Management Information Systems Data and Technical Standards Notice, Attachment II,

CG Budget & Cost Control Statements, Attachment III,

CG OCD Fiscal Unit Policies and Procedures, Attachment IV, and

CG Monthly Reporting Requirements form, Attachment V.

BY:



CASEY GUIDRY, EXECUTIVE DIRECTOR

Date:

10/10/23