

K23-596

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS AND

THE NEW ORLEANS COMMUNITY SUPPORT FOUNDATION

This Cooperative Endeavor Agreement (the "Agreement") is entered into by and between the City of New Orleans through the Department of Parks and Parkways, represented by LaToya Cantrell, Mayor (collectively the "City") the New Orleans Community Support Foundation, represented by David Barksdale, Director (the "Foundation"). The City and the Foundation may sometimes each be referred to as a "Party" and collectively referred to as the "Parties." The Agreement is effective as of the latter of the last date of execution by the Parties (the "Effective Date").

RECITALS

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

WHEREAS, the City is organized into various Departments, including the Department of Parks and Parkways (hereinafter "PKW"); and

WHEREAS, the Foundation is a non-profit corporation organized under the laws of the State of Louisiana and is a supporting organization of The Greater New Orleans Foundation ("GNOF"), and has served as a partner to the City on many projects that benefit the New Orleans community; and

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; and

WHEREAS, the City is to receive an allocation from the New Orleans City Council to be utilized by PKW to assist non-profit partners in Orleans Parish in planting trees on public property in the City of New Orleans in furtherance of PKW's objective of restoring and expanding the City of New Orleans' urban forest with a goal in reaching a community-wide goal of 40,000 new trees planted by 2030 ("the Project"); and

WHEREAS, in furtherance of this objective, the PKW has committed to working with Orleans Parish non-profit organizations and

WHEREAS, the Foundation has offered to continue its partnership with the City and work with PKW to develop, process, and review an application process for the Orleans Parish non-profit organizations to use to submit their proposal to be one of the non-profit organizations selected to participate in the Project; and

WHEREAS, the parties desire to accomplish a valuable public purpose in undertaking

this tree planting effort to restore and expand New Orleans' urban forest; and

NOW, THEREFORE, the City and the Foundation, each having authority to do so, for the considerations and under the conditions set forth herein, hereby agree as follows:

ARTICLE I - OBLIGATIONS OF THE CITY

The City shall:

- A. Administer the Agreement through the Mayor's Office and PKW;
- B. Provide criteria, parameters, and performance metrics required of submitted applications for the Project;
- C. Provide access to all City personnel and records deemed necessary to the Foundation's performance of the services as set forth herein;
- D. Select qualified grantee(s) for the Project;
- E. If the Agreement is terminated for any reason, the City will pay the Foundation for the work performed by the Foundation through the date of termination.
- F. Timely comply with all reasonable requests by the Foundation pertaining to the Agreement;

ARTICLE II - OBLIGATIONS OF THE FOUNDATION

The Foundation shall:

- A. Develop and administer an application form and selection process for the Project utilizing criteria, parameters, and performance metrics provided by the City;
- B. Accept applications for the Project submitted via the Foundation's online portal;
- C. Confirm applicants for the Project are qualified tax exempt organizations;
- D. Confirm applications for the Project comply with the criteria, parameters, and performance metrics provided by the City;
- E. Provide to the City a docket of qualified and non-qualified applicants for the Project; for selection of grantee(s) by the City;
- F. Notify selected grantee(s) and non-selected applicants;
- G. Develop and administer grant agreement(s) with selected grantee(s);
- H. Collect required reports from selected grantee(s) and provide such to the City;
- I. The Foundation will provide the City with itemized statements semi-annually showing all pertinent activity relative to the amounts transferred and paid to the Foundation.
- J. Provide a final report to the City at the termination or expiration of the Agreement, detailing the accounting and financial services provided with the use of funds received in connection with the Agreement, confirming that all funds were used for the intended purpose(s). The final report shall be sent electronically to Michael Karam (email: mekaram@nola.gov) no later than thirty (30) days following the termination or expiration of the Agreement;
- K. Maintain a strict accounting of all funds provided by the City pursuant to the Agreement;
- L. Maintain records and data to document all accounting and financial services provided pursuant to the Agreement;

- M. Act as an intermediary between the City and the selected grantee(s)'; and
- N. Timely comply with all reasonable requests by the City pertaining to the Agreement.

ARTICLE III - FUNDING AND COMPENSATION

- A. **Maximum Amount.** The maximum amount allocated and appropriated by the City for the performance of the Project cannot exceed \$275,000.00. The Foundation agrees to use \$250,000.00 in order to meet their obligations under this Agreement.
- B. **Administrative Fee.** The Foundation is entitled to a ten percent administrative fee for their services under this Agreement. This amount cannot exceed \$25,000.00.
- C. **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.
- D. **Suspension of Agreement.** The Foundation shall immediately suspend the performance of services under this Agreement upon the expenditure and exhaustion of all amounts received from the City pending the appropriation and allocation of additional amounts sufficient to perform the Project and maintain the Agreement for the remainder of the Term. The City shall be responsible for all services and/or deliverables contemplated in the Agreement during the pendency of the suspension and all liability associated with the failure to perform and/or negligent performance of such services.

ARTICLE IV - DURATION AND TERMINATION

- A. **Term.** The term of the Agreement shall be for one year from the Effective Date.
- B. **Extension.** The Parties can by mutual written consent opt to extend the term provided that the City Council approves it as a multi-term cooperative endeavor agreement and appropriates and allocates amounts sufficient to perform the Project and maintain the Agreement on a multi-term basis. Any extension so agreed upon, approved, and sufficiently funded shall constitute part of the Term for purposes of the Agreement.
- C. **Termination for Convenience.** Either Party may terminate the Agreement at any time during the Term by giving the other Party written notice of the termination at least thirty (30) calendar days before the intended date of termination.
- D. **Termination for Cause.** Either Party may terminate the Agreement immediately for cause by giving the other Party written notice of the termination and the reason(s) therefore. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of the Agreement or the failure of any representation or warranty in the Agreement, including without limitation 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 thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party.
- E. **Termination for Non-Appropriation.** The Agreement will terminate immediately in the event of non-appropriation or non-allocation of amounts sufficient to perform the Project and maintain the Agreement. The City shall provide written notice to the Foundation of the

termination and the reason(s) therefore. The City will pay the Foundation for all work requested by the City and satisfactorily performed by the Foundation through the date of termination.

ARTICLE V - INDEMNITY

- A. To the fullest extent permitted by law, NOCSF 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 City: 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 NOCSF 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 in connection with the performance of work under this Agreement.
- B. **Limitation**. NOCSF's indemnity does not extend to any loss arising from the negligence or willful misconduct of any of the Indemnified Parties, provided that neither NOCSF nor any of its agents or employees contributed to such gross negligence or willful misconduct.
- C. **Independent Duty**. NOCSF 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) NOCSF is ultimately absolved from liability.
- D. **Expenses**. Notwithstanding any provision to the contrary, NOCSF shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VI - NON-DISCRIMINATION

- A. **Equal Employment Opportunity**. In all hiring or employment made possible by, or resulting from this Agreement, the Foundation (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- B. **Non-Discrimination**. In the performance of this Agreement, the Foundation 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 Foundation in any of Foundation'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 Foundation agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of

1973, and the Americans with Disabilities Act of 1990.

- C. **Incorporation into Subcontracts.** The Foundation will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.
- D. **Termination for Breach.** The City may terminate this Agreement for cause if the Foundation fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE VII - INDEPENDENT CONTRACTOR

- A. **Independent Contractor Status.** The Foundation 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 Foundation, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Foundation will not be considered an employee of the City for the purpose of Workers Compensation coverage.
- C. **Exclusion of Unemployment Compensation Coverage.** The Foundation, as an independent contractor, is being hired by the City under the Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Foundation 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 Foundation has been and will be free from any control or direction by the City over the performance of the services covered by the Agreement; (b) the services to be performed by the Foundation are outside the normal course and scope of the City's usual business; and (c) the Foundation has been independently engaged in performing the services required under the Agreement prior to the date of the Agreement.
- D. **Waiver of Benefits.** The Foundation, 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 the Agreement.

ARTICLE VIII - NOTICE

- A. Except for any routine communication, any notice, demand, communication, or request required or permitted under the Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:
 - 1. To the City:
Chief of Staff, Mayor's Office
City of New Orleans
1300 Perdido Street, Suite 2E04
New Orleans, LA 70112
&
City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03

New Orleans, LA 70112

2. To the Foundation:
New Orleans Community Support Foundation
Attn.: Andrew Kopplin, Director
919 St. Charles Avenue
New Orleans, LA 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 the Agreement of any changes in its address(es) set forth above.

ARTICLE IX - 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 Foundation agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:
 1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
 2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
 3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.
- C. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:
 1. \$11.19 per hour for any work performed on or before December 31, 2021;
 2. \$13.25 per hour for any work performed on or before December 31, 2022;
 3. \$15.00 per hour for any work performed on or before December 31, 2023; and
 4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.
- D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.
- E. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Foundation, 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 Foundation 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 Foundation 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 Foundation 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 Foundation, payroll records and employee paychecks; and (ii) that the City may audit such records of the Foundation as he or she reasonably deems necessary to determine compliance with the Living Wage standards.
- H. **Remedies.** If the Foundation 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 X - ADDITIONAL PROVISIONS

- A. **Amendment.** No amendment of or modification to the Agreement shall be valid unless and until executed in writing by the duly authorized representatives of each Party to the Agreement.
- B. **Assignment.** The Agreement and any part of either Party’s interest in the Agreement are not assignable or transferable without the other Party’s prior written consent.
- C. **Audit and Other Oversight.** The Parties will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Parties to provide the Office of Inspector General with documents and information as requested pursuant to the Agreement. Failure to comply with such requests is a material breach of the Agreement. In signing the Agreement, the Parties agree that they are 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.** No one Party will be deemed to have drafted the 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 the Agreement shall be construed or resolved in favor of or against the City or the Foundation on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of the Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of the

Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

- F. **Convicted Felon Statement.** The Foundation complies with City Code § 2-8(c) and no principal, member, or officer of the Foundation has, within the preceding five (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.
- G. **Employee Verification.** The Foundation swears that (i) they are registered and participate 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) they shall continue, during the term of the Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) they shall require all subcontractors to submit to the Foundation a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject the Agreement to termination and may further result in the Foundation being ineligible for any public contract for a period of three years from the date the violation is discovered. The Foundation will each provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate the Agreement for cause if the Foundation fails to provide such the requested affidavit(s) or violates any provision of this paragraph.
- H. **Entire Agreement.** The 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 the Agreement and are without effect to vary or alter any terms or conditions of the Agreement.
- I. **Jurisdiction.** The Parties consent and yield to the jurisdiction of the Civil District Court of the Parish of Orleans and formally waive any pleas or exceptions of jurisdiction on account of the residence of the Foundation.
- 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 the Agreement.
- L. **Non-Exclusivity.** This Agreement is non-exclusive and the Foundation may provide services to other clients, and the City may engage the services of others for the provision of some or all of the work to be performed under the Agreement.
- M. **Non-Solicitation Statement.** The Foundation has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure the Agreement. The Foundation 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 the Agreement.
- N. **Non-Waiver.** The failure of any Party to insist upon strict compliance with any provision of the Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Parties 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 a 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.

- O. **Order of Documents.** In the event of any conflict between the provisions of the Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement, the incorporated documents.
- P. **Ownership Interest Disclosure.** The Foundation will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the Foundation and stating that no other person holds an ownership interest in the Foundation 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 Foundation fails to submit the required affidavit, the City may, after thirty (30) days written notice to the Foundation, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.
- Q. **Ownership of Records.** All records, reports, documents and other materials delivered or transmitted to the Foundation by the City shall remain the property of the City and shall be returned by the Foundation to the City at the City's request upon the termination or expiration of the Agreement. All other materials prepared by the Foundation in connection with the performance of the services contracted for herein shall remain the property of the Foundation, unless otherwise agreed to in writing by the Parties.
- R. **Prohibition of Financial Interest in Agreement.** No elected official or employee of the City shall have a financial interest, direct or indirect, in the 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 Foundation, shall render the Agreement voidable by the City.
- S. **Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of the Agreement shall be used in the performance of the Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
- T. **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.
- U. **Severability.** Should a court of competent jurisdiction find any provision of the 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.
- V. **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 the Agreement and continue in full force and effect.

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

ARTICLE XI - COUNTERPARTS

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

ARTICLE XII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of the Agreement and any other document(s) attached to the Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of the 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 the Agreement.

IN WITNESS WHEREOF, the City and the Foundation, through their duly authorized representatives, execute the Agreement.

CITY OF NEW ORLEANS

Signature: [Signature] For

Date: 9/7/2023

Latoya Cantrell, Mayor

Approved as to legality and form:

City Attorney's Office, City of New Orleans

Signature: [Signature]

Date: 09/05/23

Printed Name: Andrew Gregorian

NEW ORLEANS COMMUNITY SUPPORT FOUNDATION

Signature: [Signature]

Date: 8.10.23

David Barksdale, Director