

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
FOUNDATION FOR LOUISIANA

THIS FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT (the "Amendment") is made and entered into by, between and among the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and Foundation for Louisiana, represented by Charmel Gaulden, Chief Executive Officer and President (the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties." This Amendment will be effective as of January 1, 2023 (the "Effective Date").

RECITALS

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

WHEREAS, Contractor is a Non-Profit Corporation, which principal address is located at 2022 St. Bernard Avenue, New Orleans, LA 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, in November 2004, the City Council created by ordinance (M.C.S., Ord. No. 21779, Sec.) the New Orleans Children and Youth Planning Board ("CYPB") "to encourage collaborative efforts among local stakeholders; to develop a comprehensive plan for services and programs for the children and youth of Orleans Parish; and to make recommendations and report annually to the City Council;"

WHEREAS, CYPB's mission is to encourage collaborative and comprehensive planning efforts among local cross-sector stakeholders to increase the volume, content quality and impact of services and programs in order to achieve the ultimate outcome of improved positive youth development for the children and youth of the City;

WHEREAS, in an effort to improve outcomes for children and youth in the City, the City Council has allocated funding for CYPB and has designated the Office of Youth and Families ("OYF") to manage the Agreement;

WHEREAS, January 1, 2022, the City and the Contractor entered into a cooperative endeavor agreement (the "Agreement") for the Contractor to act as the designated fiscal administrator for the CYPB;

WHEREAS, the City and the Contractor desire to accomplish a valuable public purpose of improving positive youth development for the children and youth of the City by increasing the volume, the content quality, and impact of services and programs;

WHEREAS, the Contractor will provide leadership and support of CYPB's services by administering the salary and benefits of CYPB's full-time Executive Director and CYPB's Project Planning Coordinator, facilitating consulting services for CYPB, and managing expenditures for CYPB's meetings, printing, and office supplies, as set forth in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, the City will participate in covering a portion of the cost of the services; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term, amend the Contractor's obligations, and to add and/or reaffirm certain terms and provisions.

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

1. Maximum Amount. Article III Section A is amended by adding \$105,000.00 to the maximum amount of compensation, thereby increasing the maximum amount of compensation from \$100,000.00 to a new maximum amount not to exceed \$205,000.00.
2. Extension. In accordance with Article III Section A, this Amendment will extend the Agreement for an additional one (1) year from January 1, 2023 through December 31, 2023.
3. Services. Article 1 Section A is deleted in its entirety and replaced as follows:
 - a. By June 2023, secure needed funding levels to retain current core CYPB staff, with a particular emphasis on the addition of two key contracted roles:
 - i. Youth Organizer/Outreach/Engagement Coordinator
 - ii. YMP Data Specialist

These respective roles will ensure continuous growth of youth exposure, awareness, and engagement with the plan and its implementation efforts across the plan timeline. Additionally, the role(s) will provide the focus on actively supporting the data framework/infrastructure as outlined in the evaluation plan, to include but not limited to identifying and pursuing essential data sharing needs/opportunities, the review and analysis of available and provided data to inform progress or needs for improvement, an approach to cumulative reporting that informs impacts and results with data;

- b. By June 1, 2023, user-friendly updates will be made to Clear Impact as the central database holding indicator and measurement data for all Youth Master Plan action strategies, data reporting processes and practices with tools, reports, and executed data sharing agreements completed by data-informing partners as outlined in the evaluation plan - data framework/infrastructure;

- c. Within the 2nd quarter of 2023, work with STRIVE Together to join and/or establish a community of practice that engages peers across states/cities in learning and defining best practices, identifying/comparing approaches to systems change and policy supports through youth master plan/collective action efforts, and presenting the New Orleans experience with content at national convenings by years end;
 - d. Strengthen the alignment messaging between resources outlined in 'Youth Spend' tool, formerly known as the Fiscal Map, and the Youth Master Plan deliverables to be reported out by Council District and overall City. In partnership with the Mayor's Office of Youth and Families, OYF, create and deliver a message sharing strategy for this alignment by April 1, 2023, and ensure the message sharing exists on a standing schedule with continuous updates and improvements built in;
 - e. By December 31, 2023, launch and release an annual reporting practice and process that publicly reports on the New Orleans Youth Master Plan progress, needs, gaps in services, and supports for youth along with emerging next steps, action strategies;
 - f. Continue to advance implementation of recommendations documented in the Called to Care report regarding childhood trauma in New Orleans throughout the Youth Master Plan and as a part of the State's effort to create a plan for childhood trauma, named Whole Health Louisiana. The statewide collective planning efforts are set to launch during the 1st quarter of 2023 and conclude within the 4th quarter of 2023;
 - g. Support the continuous development of trauma-informed approaches and practices aligned with pre-arrest and re-arrest diversion processes and programs in the City by linking with Restorative Approaches and PLAAY as named action strategies within the safety and justice category of the Youth Master Plan;
 - h. Sub-contract with New Orleans Youth Alliance to provide board training and civic engagement training to youth and City employees; and
 - i. Administer all expenditures detailed in Exhibit "A," which is attached hereto and made a part hereof.
4. **Exhibit A.** Exhibit A of the Agreement is deleted in its entirety and replaced as follows:

2023 Projected Revenue	\$100,000
Human Resource Expenses:	
• ED Salary (20%)	\$ 24,561
• ED Bene @ 26%	\$ 6,386
• Project Coord/Operations (60%)	\$ 21,000
• Project. Coord Bene @ 26%	\$ 5,460
• Youth Organizer/Outreach Coord (Contractor @ 10%)	\$ 2,000
• Data Specialist (Contractor @ 10%)	\$ 2,800
1 - Sub-Total:	\$ 62,207
Operating Expenses:	
• Website Admin	\$ 2,793
• Office Supplies/Subscriptions	\$ 3,000
• Equipment	\$ 3,000
• Meetings/Convenings	\$ 15,500
• Phone/Remote-Virtual Support	\$ 3,000
• Youth Board Training	\$ 5,000
• STRIVE Together Membership	\$ 2,500
• Fiscal Agent Fee – 8%	\$ 8,000
2 – Sub-Total:	\$ 37,793
GRAND TOTAL (1 + 2)	\$ 105,000

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

ARTICLE X - NON-DISCRIMINATION

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

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

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

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

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

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

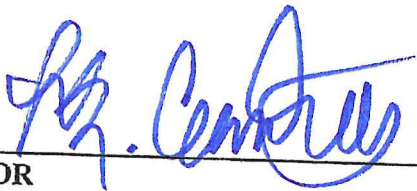
8. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

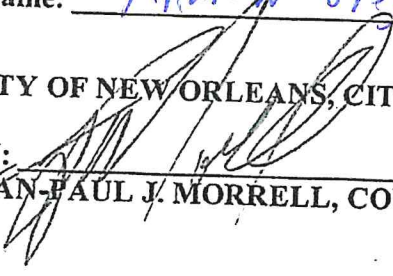
BY: 
LATOYA CANTRELL, MAYOR

Executed on this 16th of OCTOBER, 2023.

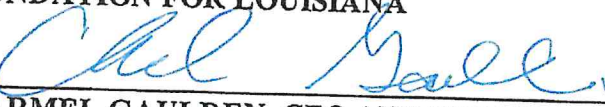
FORM AND LEGALITY APPROVED:
Law Department

By: 
Printed Name: Andrew Gregorian

CITY OF NEW ORLEANS, CITY COUNCIL

BY: 
JEAN-PAUL J. MORRELL, COUNCIL PRESIDENT

FOUNDATION FOR LOUISIANA

BY: 
CHARMEL GAULDEN, CEO AND PRESIDENT


TAX I.D.

[END OF AMENDMENT]