

ORDINANCE
CITY OF NEW ORLEANS

CITY HALL: April 9, 2026

CALENDAR NO. 35,403

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement among the City of New Orleans (the “City”), the New Orleans Recreation Development Commission (the “Commission”), and St. Augustine High School, Inc., New Orleans for a term greater than one year, for the public purpose of supporting, promoting, stimulating public interest in, and raising and distributing funds to benefit the construction, creation, preservation, and maintenance of public parks and playgrounds, recreational facilities, and recreational and other leisure programs and activities in the City of New Orleans, as more fully detailed in the Cooperative Endeavor Agreement attached hereto as Exhibit “A”; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the Commission is a commission of the City as set forth in Sections 5-1001, 5-1002, and 5-1003 of the Home Rule Charter of the City of New Orleans with the powers, duties, and functions as established therein and pursuant to M.C.S. Ordinance No. 24126; and

WHEREAS, St. Augustine High School, Inc., New Orleans, Louisiana is a non-profit corporation located at 2600 A.P. Tureaud Avenue, New Orleans, LA 70119;

WHEREAS, the City, through NORD owns Perry Roehm Stadium, located at 2939 Touro Street, New Orleans, LA 70122; and

WHEREAS, the City, the Commission, and St. Augustine High School, Inc., New Orleans, Louisiana desire to enter into a cooperative endeavor agreement in order to accomplish the valued public purpose of supporting, promoting, stimulating public interest in, and raising and distributing funds to benefit the construction, creation, preservation, and maintenance of public parks and playgrounds, recreational facilities, and recreational and other leisure programs and activities in the City of New Orleans; **NOW THEREFORE**

1 **SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS** that the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter
3 into the attached cooperative endeavor agreement with the New Orleans Recreation Development
4 Commission, and St. Augustine High School, Inc., New Orleans, Louisiana, for a term greater than
5 one year, for the public purpose of providing quality recreational, academic, cultural, and/or
6 economic opportunities for the City’s residents by allowing St. Augustine High School, Inc., New
7 Orleans, Louisiana to utilize Perry Roehn Stadium in exchange for year-round, comprehensive
8 maintenance of the facility and renovations.

1 **SECTION 2.** That said cooperative endeavor agreement is attached to this ordinance as
2 “Exhibit A” and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS,

NEW ORLEANS RECREATION DEVELOPMENT COMMISSION,

AND

ST. AUGUSTINE HIGH SCHOOL, INC., NEW ORLEANS, LOUISIANA



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** _____

2. **The parties involved:** _____

3. **The obligations, expectations, and deliverables of the parties involved:** _____

4. **The duration of the contract:** _____

5. **The cost and any fiscal implications of the contract for the City:** _____

6. **Describe disadvantaged business enterprise (DBE) participation:** _____

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
THE NEW ORLEANS RECREATION DEVELOPMENT COMMISSION
AND
ST. AUGUSTINE HIGH SCHOOL, INC., NEW ORLEANS, LOUISIANA

PERRY ROEHM STADIUM

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and among the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), the New Orleans Recreation Development Commission, represented by Theodore C. Sanders, III, Chairman (“**NORD**”), and St. Augustine High School, Inc., New Orleans, Louisiana herein represented by Aulston Taylor, President (“**St. Augustine**” or “**Contractor**”), which are sometimes each referred to as a “**Party**”, and collectively, as the “**Parties**”. This Agreement is effective as of October 10, 2025 (the “Effective Date”).

RECITALS

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

WHEREAS, St. Augustine High School, Inc., New Orleans, Louisiana is a non-profit corporation located at 2600 A. P. Tureaud Avenue, New Orleans, LA 70119

WHEREAS, the City, through NORD, owns Perry Roehm Stadium, located at 2939 Touro Street, New Orleans, LA 70122; 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;

WHEREAS, Section 2-318 of the New Orleans City Code authorizes NORD to: plan, supervise, and conduct a comprehensive and coordinated program of cultural and physical recreation; promote cooperative planning with public and private entities concerned with recreation; manage, maintain and operate recreational facilities owned or operated by the City of New Orleans; and perform other related duties as may be provided by ordinance of the City Council;

WHEREAS, the City, NORD, and St. Augustine desire to accomplish the valuable

public purpose of improving the Perry Roehm Stadium for public use; and

WHEREAS, the City, NORD and St. Augustine desire to create a long-standing relationship whereby St. Augustine utilizes Perry Roehm Stadium for baseball games and practices; and

WHEREAS, a cooperative effort between the City, NORD and St. Augustine High School will grant St. Augustine first preference utilizing the Perry Roehm Stadium in exchange for year-round, comprehensive maintenance of the facility.

NOW THEREFORE, the City, NORD, and St. Augustine each having the authority to do so, agree as follows:

ARTICLE I - OBLIGATIONS OF THE PARTIES

A. Obligations of the City. The City shall:

1. Administer this Agreement through NORD.

B. Obligations of St. Augustine. St. Augustine shall:

1. Maintain conditions of the Perry Roehm Stadium facility, including but not limited to: maintaining the stadium grounds, field maintenance, stadium seating, and restroom cleanliness.

2. Submit facility repair requests to NORD's Athletics Director in writing.

3. Submit schedule requests to NORD's Athletics Director and Rentals Manager at least 3 months in advance of scheduled dates; if there is any weather occurrence that forces the cancellation of a game on the previously submitted schedule, contractor is allowed to utilize facility another open day with 24 hours' notice to the City.

4. Adhere to game and practice schedule included in Exhibit A.

5. St. Augustine will contribute no less than \$250,000.00, and additional funding as required, toward the facility renovations of Perry Roehm Stadium.

6. St. Augustine has the ability to hang a NORD approved sponsorship/partnership sign or banner on the fence of Perry Roehm Baseball Stadium or an alternative agreed upon area of the facility.

7. St. Augustine shall maintain insurance, pursuant to the requirements outlined in Section VI of this Agreement, only with respect to games that St. Augustine is playing.

C. Obligations of NORD. NORD shall:

1. Provide a Point-of-Contact (Athletics Director), who will be responsible for working with St. Augustine to receive stadium programming schedules, provide NORD usage requests for Perry Roehm Stadium, and receive facility maintenance and repair requests for NORD.

2. Schedule all games and events at Perry Roehm Stadium, but allow St. Augustine preference while making reasonable efforts to accommodate other local high schools and NORD Athletics Division with their scheduling needs.

3. Provide all facility maintenance repairs; maintain the mast lighting, maintain the grass inside the stadium and on the exterior of the stadium, clean the park at the end of each game

of any team using the stadium, manage the concession stands, and provide the necessary supplies for the restrooms.

4. Through the City’s Capital Project Administration (CPA) Office, identify the funding to complete the scheduled renovations to Perry Roehm Baseball Stadium included in Exhibit B while working in partnership with St. Augustine to identify private sources of funding.

5. Maintain insurance, pursuant to the requirements outlined in Section VI of this Agreement, only with respect to all other local high schools who will schedule and play games at Perry Roehm Stadium.

ARTICLE II – COMPENSATION

A. **Maximum Amount.** The maximum amount funded or payable by the City or NORD under this Agreement is \$0.

B. There is no compensation to St. Augustine by the City or NORD, pursuant to this Agreement.

ARTICLE III – DURATION

A. **Term.** The term of this agreement shall be three (3) years from the Effective Date.

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

ARTICLE IV - TERMINATION

A. **Termination for Convenience.** The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least 120 calendar days before the intended date of termination.

B. **Termination for Cause.** Either Party may terminate this Agreement immediately for cause by sending written notice to the other Party. “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.

ARTICLE V - INDEMNITY

A. **Duty to Indemnify the City.** 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 sole negligence or gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VI - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor and the City will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

1. Minimum Requirements.

a. Commercial General Liability (CGL). CGL coverage, including contractual liability insurance, personal injury, bodily injury, property damage and advertising injury, with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate. Insurance shall be written on an "occurrence" form.

b. Abuse and Molestation Coverage. Either by endorsement to the CGL Policy or by separate policy with limits no less than \$1,000,000.00 per claim.

c. Workers' Compensation. In compliance with the applicable Workers Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statute. Employers Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

d. Umbrella insurance with limits of liability excess of Employer's Liability Insurance, Automobile Liability, and Commercial General Liability Insurance in an amount of not less than \$2,000,000.

e. Professional (E & O) Liability Insurance appropriate to the Contractor and the City's professional services with limits of liability of not less than \$2,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement.

f. The Contractor and the City shall ensure that coverage under this policy shall be kept in force and uninterrupted for a period of three (3) years beyond final payment. If coverage is discontinued for any reason during this three (3) year term, Contractor and the City must procure and evidence full Extended Reporting Period ("**ERP**") coverage.

2. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Additional Insured Status. **The Contractor and the City will provide and maintain a current Certificate of Insurance including the Contractor, The City of New Orleans, its departments, political subdivisions, officers, Officials and employees, and volunteers as “Additional Insureds”** on the CGL policy with respect to liability arising out of the performance of this Agreement. General liability coverage can be provided in the form of an endorsement to the City and 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). The Certificate of Insurance, as evidence of all required coverage, should identify the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112. In addition, the Certificate of Insurance, as evidence of all required coverage, should the Contractor as Certificate Holder and be delivered to 2600 A.P. Tureaud Avenue, New Orleans, Louisiana 70119.

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

c. Primary Coverage. For claims related to this contract arising out of St. Augustine games, **the Contractor’s insurance coverage shall be primary** insurance with respect to the City, its departments, political subdivisions, officers, officials, employees, and volunteers.

d. For any claims related to this contract arising out of games involving any remaining high schools, **the City’s insurance coverage shall be primary** insurance with respect to the Contractor, its departments, representatives, officers, officials, employees, and volunteers Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract 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.

e. Notice of Cancellation. Each insurance policy required above **shall not be canceled, except with prior notice to the City and the Contractor not less than 30 days of the date of requested cancellation.**

f. Acceptability of Insurers. Insurance is to be placed with **insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A:VII**, unless otherwise acceptable to the City.

B. 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.: NORD’s Programmatic Partnership, within 10 calendar days of the Effective Date and at any other time at the City’s request the following documents: Proof of coverage for each policy of insurance required by this Agreement by certificate of insurance on an Acord form.

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

1. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt,

becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and

2. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

ARTICLE VII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law.

ARTICLE VIII - NON-DISCRIMINATION

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

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

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

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

ARTICLE IX - INDEPENDENT CONTRACTOR

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

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

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

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

ARTICLE X - 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:
Chief Executive Officer
New Orleans Recreation Development Commission
5420 Franklin Avenue
New Orleans, LA 70122

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112
2. To :
Aulston Taylor, President
St. Augustine High School
2600 A P Tureaud Avenue

New Orleans, LA 70119

&

Randy G. McKee
McKee Law Firm, L.L.C.
1100 Poydras Street
Suite 1475
New Orleans, LA 70163

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XI - 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 each Party to this Agreement.

B. Assignment. This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

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

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

E. Compliance with the City's Hiring Requirements – Ban the Box. (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. (iii) 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 the remaining

provisions of the Agreement will remain in full force and effect. (iv) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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

G. Construction of Agreement. None of the Parties 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, NORD, or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

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

I. Employee Verification. The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

J. 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.

K. Exhibits. The following exhibits will be and are incorporated into this Agreement: *St. Augustine Game and Practice Schedule*, Exhibit "A" and *Perry Roehm Stadium Improvements, Cost Projection Summary*, Exhibit "B".

L. Jurisdiction. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

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

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

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

P. Non-Solicitation Statement. 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.

Q. Non-Waiver. The failure of any of the Parties to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

R. 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; Exhibit A, Exhibit B.

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

T. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by the Contractor in the performance of this Agreement not considered protected health information under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "**Work Product**") will be the exclusive property of City and

the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

U. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Agreement without regard to the Contractor's otherwise satisfactory performance of the Agreement.

V. 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.

W. 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.

X. 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.

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

Z. 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.

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

ARTICLE XII - 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 XIII – 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 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 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 and Exhibits contained on the following pages]

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City, NORD, and St. Augustine, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ day of _____, 2026.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

[ST. AUGUSTINE and NORD signatures found on the following pages]

[Remainder of this page intentionally left blank]

ST. AUGUSTINE HIGH SCHOOL, INC., NEW ORLEANS, LOUISIANA

BY: _____
AULSTON TAYLOR, PRESIDENT

TAX I.D.

[NORD signature and Exhibits found on the following pages]

[Remainder of this page intentionally left blank]

NEW ORLEANS RECREATION DEVELOPMENT COMMISSION

BY: _____
THEODORE C. SANDERS, III, CHAIRMAN

[Exhibits “A” and “B” found on the following page]

[Remainder of this page intentionally left blank]

Exhibit “A”

ST. AUGUSTINE HIGH SCHOOL GAME AND PRACTICE SCHEDULE

Dates and times will be submitted to NORD’s Athletic Director for review and approval.

Games

February

2/6
2/20
2/26
2/28

March

3/4
3/6
3/8
3/11
3/13
3/20
3/21
3/22
3/27

April

4/1
4/4
4/5
4/9
4/11

Practice

February

2/7
2/8
2/10
2/15
2/16
2/17
2/19
2/21
2/22
2/24
2/27
2/29

Exhibit “A” continued

ST. AUGUSTINE HIGH SCHOOL GAME AND PRACTICE SCHEDULE

March

3/5
3/9
3/12
3/14
3/18
3/20
3/23
3/25
3/26

April

4/3
4/5
4/8
4/10

**[Exhibit “B” found on the following page]
[Remainder of this page intentionally left blank]**

Exhibit "B"

**PERRY ROEHM STADIUM IMPROVEMENTS
COST PROJECTION SUMMARY**

| | |
|---|---------------------|
| Demolition, Erosion Control | \$16,965.00 |
| Drainage | \$53,250.00 |
| Domestic Water | \$29,900.00 |
| Sanitary Sewer | \$13,195.00 |
| Paving | \$40,060.00 |
| Netting at stands | \$31,000.00 |
| 2 dugout pre-manufactured structures w/ benches | \$34,200.00 |
| New Chain-link fence & new 10' gate | \$4,500.00 |
| New accessories & partitions at restroom | \$10,300.00 |
| Paint at outside & inside of Restrooms & Concessions | \$6,800.00 |
| New Storage Building | \$47,000.00 |
| Outfield regrade & grub, sprig | \$48,000.00 |
| Concessions cabinetry | \$3,100.00 |
| Existing Batting Cage Upgrades (netting, pitching & batting mats) | \$18,500.00 |
| Plumbing | \$50,200.00 |
| Electrical - including added concessions repair & field lights | \$71,000.00 |
| PA System | \$6,200.00 |
| Cameras | \$3,500.00 |
| Turf infield (including drainage) | \$310,000.00 |
| Padding | \$21,000.00 |
| TOTAL SUBCONTRACTOR COST | \$818,670.00 |
| GC MARK-UP OH&P 18% | \$147,360.60 |
| TOTAL PROJECTED COST BASE BID | \$966,030.60 |

ALTERNATES #1-#3 (w/ GC & OH&P)

| | |
|---|-------------|
| New Bull Pens w/ netting, pitcher mounds and batting mats | \$61,000.00 |
| Scoreboard & Foundation | \$96,000.00 |
| 5' High removeable Fence | \$36,000.00 |

POSSIBLE ADDED WORK ITEMS (w/ GC & OH&P)

| | |
|---|-------------|
| Existing Storage Building Improvements (new door, roof) | \$4,600.00 |
| Moveable Pitcher's Mound | \$18,000.00 |
| Porcelain Toilet Fixtures | \$7,500.00 |
| Added Security Shutters at Storage | \$3,900.00 |

Calendar No. (Rev)
(Exp)

Name Oriell Lymous-Taylor Ext. 83026
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: This ordinance will allow the continuing relationship between the City, the New Orleans Recreation Development Commission, and St. Augustine High School, Inc., New Orleans, Louisiana. The ordinance will allow St. Augustine High School to utilize Perry Roehm Stadium in exchange for year-round, comprehensive maintenance of the facility and renovations.

- 1. Larry B. J.
Department Head
- 2. [Signature]
Department of Law
- 3. [Signature]
Chief Administrative Officer
- 4. [Signature]
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ MOVED:
 _____ 2ND:
 _____ YEAS:
 _____ NAYS:
 _____ ABSENT:
 _____ RECUSED:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.