

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: April 23, 2026

CALENDAR NO. 35,427

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING (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 Friends of InspireNOLA 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, Friends of InspireNOLA is a non-profit corporation located at 2401 Westbend Parkway, Suite 4040, New Orleans, LA 70114;

WHEREAS, the City, through NORD owns Morris F.X. Jeff Stadium, located at 2529 General Meyer Avenue, New Orleans, LA 70114; and

WHEREAS, the City, the Commission, and Friends of InspireNOLA 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 1. 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 Friends of InspireNOLA, for a term greater than one year, for the public purpose
5 of providing quality recreational, academic, cultural, and/or economic opportunities for the City’s
6 residents by allowing Friends of InspireNOLA to utilize Morris F.X. Jeff Stadium in exchange for
7 year-round, comprehensive 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 THE 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

FRIENDS OF INSPIRENOLA

EXHIBIT A
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS,
NEW ORLEANS RECREATION DEVELOPMENT COMMISSION,
AND
FRIENDS OF INSPIRENOLA

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

THE NEW ORLEANS RECREATION DEVELOPMENT COMMISSION

AND

FRIENDS OF INSPIRENOLA

MORRIS F.X. JEFF STADIUM

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (“**City**”), the New Orleans Recreation Development Commission, represented by Kyle Walker, Chair (“**NORD**”), and Friends of InspireNOLA, represented by James Dabney, Board Chair (“**Inspire**” or the “**Contractor**”). The City, NORD, and Inspire may sometimes be collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

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

WHEREAS, the City, through NORD, owns and operates the stadium at Morris F.X. Jeff, Sr. Park (formerly Behrman Park), located at 2529 General Meyer Ave., New Orleans, LA 70114 (the “**Stadium**”);

WHEREAS, Friends of InspireNOLA is a non-profit corporation, which principal address is located at 2401 Westbend Parkway, Suite 4040, New Orleans, LA 70114, and which has a mission of supporting the InspireNOLA charter schools network;

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 Stadium is in disrepair and the field needs to be refurbished by August 1, 2026, for the field to be playable for this year’s football season;

WHEREAS, the estimated cost to rehabilitate the playing field and replace the goal posts is \$750,000.00 - \$1,000,000.00;

WHEREAS, the City, NORD, and Inspire desire to accomplish the valuable public purpose of providing quality recreational, academic, cultural, and/or economic opportunities for the City’s residents by collaborating to refurbish the Stadium’s playing field and goal posts; and

WHEREAS, Phase One of this Agreement shall be for one year and is designed to address the immediate need of repairing the Stadium’s playing field and goal posts in advance of the 2026 high school football season and Phase Two shall be for nine years and will be designed to address ongoing maintenance and use of the Stadium and the playing field.

NOW THEREFORE, City, NORD, and Inspire agree as follows:

ARTICLE I – OBLIGATIONS, ROLES, AND RESPONSIBILITIES

A. All Parties. The City, NORD, and Inspire shall:

1. Seek opportunities to fund the ongoing rehabilitation of and/or improvements to the Stadium, including private, philanthropic, and public sources.
2. Coordinate public messaging regarding this partnership to ensure all Parties’ perspectives are represented and that each Party has an opportunity to preview communications to the public. All Parties must approve, in writing, any public facing communications that use logos of any other Party prior to release.
3. Meet quarterly to establish a schedule for all entities that use the facilities (*e.g.*, track and football field) at the Stadium.
4. Cooperate to seek alternative funding for ongoing maintenance.

B. The City. The City shall:

1. Administer this Agreement through NORD.
2. Provide \$100,000.00 in public funding to Inspire to support upgrades to the playing field by December 31, 2027; and
3. Provide perimeter turf suitable for installation within the field apron area. The quantity of turf provided shall be determined by the City and may cover all or a portion of the apron. The City makes no representation or warranty regarding the quantity, condition, or suitability of the turf for any particular purpose, and Inspire shall be responsible for installation, any supplemental materials required, and all associated costs except as otherwise set forth hereinabove.

C. NORD. NORD shall:

1. Coordinate scheduling for use of the Stadium by local public schools, NORD programs, and the public.
 - a. This will be done on a quarterly basis and shall encompass the upcoming sports season, planned maintenance events, and any other needs (the “**Scheduled Quarter**”). Use of the Stadium shall be scheduled in a fair manner that considers the needs of all prospective users. In the event of conflicting scheduling requests, priority shall be given in the following order: (1) NORD programming and City-sponsored events; (2) groups or organizations that have historically utilized the Stadium; (3) other users in the order in which requests are received;
 - b. Allow Inspire to book events during the Scheduled Quarter without the consent of NORD for any open times on the dates the Stadium is operated and managed by Inspire (*i.e.*, Thursday through Sunday);
2. Operate and manage the Stadium on Monday through Wednesday;

3. Permit Inspire to operate and manage the Stadium as set forth in Section D(4) of this Article;

4. Provide access to NORD personnel to discuss the required services during normal working hours, as requested by Inspire;

5. Be solely responsible for the maintenance, repair, and upkeep of all other aspects of the Stadium not specifically assigned to Inspire under this Agreement. NORD's maintenance obligations shall include, but not be limited to, the bleachers and grandstands, press box, concession areas, restrooms, parking areas, lighting systems, fencing, structural components, drainage systems (other than those integrated into the playing field), walkways, and all other structures, improvements, and appurtenances constituting the Stadium; and

6. Be solely responsible for the payment of all electricity, water, sewer, gas, and other utility services provided to the Stadium throughout the Term of this Agreement. NORD shall ensure that all utility services to the Stadium are maintained in good working order and are sufficient to support the operation and use of the Stadium for its intended purposes.

D. Inspire. Inspire shall:

1. Fund the rehabilitation of the Stadium's playing field and goal posts in its entirety, except for the following contributions by the City: (i) a cash contribution of up to One Hundred Thousand Dollars (\$100,000.00) by no later than December 31, 2027; and (ii) an in-kind contribution of perimeter turf as described in Article I Section B.3. Any costs in excess of the City's contributions, and any costs not covered by the City's contributions, shall be borne solely by Inspire. Inspire acknowledges and agrees that the City shall have no obligation to contribute any additional funds or resources, and any cost overruns, change orders, or unforeseen expenses shall be the sole responsibility of Inspire. Arrange for a contractor to install new turf and make other necessary improvements to the playing field.

2. In coordination with NORD, provide oversight and management of the installation of new turf and make other necessary improvements to the playing field.

3. Operate and manage the Stadium on Thursday through Sunday, including:

- a. Custodial services for bleachers and grandstands, press box, concession areas, restrooms, parking areas;
- b. Event security;
- c. Concessions;
- d. Announcing and/or broadcasting of games played at the Stadium, in coordination with the relevant teams; and
- e. Rental of the Stadium to other parties.

4. Allow NORD to have access to the Stadium on Saturdays for track and field events and youth football so long as such use does not interfere with other scheduled programming.

5. Be solely responsible for the maintenance, repair, and upkeep of the playing field and all associated components. Such maintenance shall include, but not be limited to, regular grooming, infill replenishment, repair of tears or damage to the turf surface, and any other maintenance activities recommended by the by the manufacturer or necessary to keep the playing field in good and playable condition.

6. With written approval from NORD, Inspire may make urgent repairs to the Stadium infrastructure, using qualified contractors, provided such repairs are done pursuant to a competitive process. For repairs that fall below the public bid threshold, an independent cost estimate or three quotes will be required. This includes repairs to mast lights damaged by storm activity when the lights are required for impending scheduled events. Notwithstanding the foregoing, Inspire may, pursuant to a competitive process approved by the City, retain qualified contractors to be available to make emergency repairs and if Inspire uses such contractors, NORD and the City agree to reimburse Inspire for such repairs within sixty (60) days of Inspire submitting such invoice to NORD.

7. Submit quarterly reports to NORD that include:

- a. Expenditures for maintenance and custodial services incurred through Inspire's operation of the Stadium.
- b. Income from rentals, concessions, ticket sales, or any other income generated through Inspire's operation of the Stadium.

8. Compliance with Laws. Inspire, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances.

ARTICLE II - COMPENSATION

A. ***Funding.*** The Parties acknowledge and agree that the rehabilitation costs shall be funded from the following sources, which may be pursued individually or in combination: (i) funds contributed directly by Inspire; (ii) City funding as provided in Article I, Section B(2); (iii) donations; and (iv) grant proceeds. The Parties shall cooperate in good faith to identify, apply for, and secure donations and grant proceeds to offset the rehabilitation costs.

B. ***Inspire Contribution.*** To the extent that rehabilitation costs become due and payable and the "Available Funding", meaning the aggregate amount of the city funding, grant proceeds and donations, at such time is insufficient to satisfy such obligations in full, Inspire shall advance the amount of any such shortfall (each such advancement constituting an "***Inspire Contribution***") so that no rehabilitation cost payment is delayed or remains outstanding on account of the unavailability of Available Funding. Inspire shall make each such advance to the applicable contractor, vendor, or service provider to avoid default or the imposition of late charges under the applicable contract or invoice. Each Inspire Advance shall be documented in writing and shall set forth the amount advanced, the date of advancement, and the rehabilitation cost obligation to which it relates.

C. ***Receipt of Available Funding.*** Upon receipt by any Party of Available Funding, the receiving party shall notify the Parties of its receipt and shall transfer the Available Funding to Inspire within thirty (30) days of receipt.

D. ***Inspire Contribution.*** It is the intent of the Parties that prior to or at the end of the Term, the Inspire Contribution shall be reduced to zero pursuant to the following offsets:

1. The Inspire Contribution shall be offset by the receipt of any Available Funding.
2. The Inspire Contribution shall depreciate at a rate of 10% per year.
3. The Inspire Contribution shall be offset by the net proceeds it receives through the operation and management of the Stadium as set forth in Article I(D)(4). Net proceeds shall include income from rentals, concessions, ticket sales, or any

other income generated *minus* expenditures for maintenance and custodial services incurred.

The Parties acknowledge that there is no guaranty that the Inspire Contribution will be reduced to \$0.00 prior to the termination of this Agreement.

E. **Reconciliation.** Within fifteen (15) days after the end of the first quarter of each calendar year (or such other time as determined by the Parties), the Parties shall meet to review and reconcile the Inspire Contribution subject to Section D above for the previous calendar year.

F. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the 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.

ARTICLE III - DURATION AND TERMINATION

A. **Term.** The term of this agreement shall be for ten (10) years from the Effective Date but shall terminate on the last day of May of the 10th year.

B. **Termination for Convenience.** Once all costs and investments have been recouped by the Parties, either Party may terminate this Agreement at any time during the term of the Agreement by giving the other party written notice of the termination at least 30 calendar days before the intended date of termination.

C. **Termination for Cause.** Either the City or Inspire 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 any provision of City Code § 2-1120 or requests of the Office of Inspector General. In the event that this Agreement is terminated by Inspire for cause, prior to the expiration of the Term, and provided that the Inspire has completed the installation of the playing field, the City shall reimburse Inspire for a pro rata portion of the cost of the playing field installation, calculated on a straight-line basis over the Term from the date of installation to the date of termination. Inspire shall provide the City with documentation of the actual cost of the installation for purposes of calculating any such reimbursement.

ARTICLE IV –LIABILITY AND INDEMNITY

A. **Inspire Liability.** Inspire will ensure that any contractor retained to perform work on the Stadium will indemnify and hold harmless both the City and NORD for any third-party claims brought against either, including any defense of third-party claims.

B. **NORD and City Liability.** NORD and the City will ensure that any contractor retained to perform work on the Stadium will indemnify and hold harmless Inspire for any third-party claims brought against either, including any defense of third-party claims.

C. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless each of the other two Parties and their respective officers, employees, agents, and representatives (collectively, the "Indemnified Persons") from and against any and all claims,

damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) the negligence or willful misconduct of the Indemnifying Party or its officers, employees, agents, or contractors; (ii) any breach of this Agreement by the Indemnifying Party; or (iii) any violation of applicable law by the Indemnifying Party in the performance of its obligations hereunder. These obligations shall apply equally and reciprocally to each of the City, Nord, and Inspire.

The Indemnifying Party's obligations under this section shall not extend to claims to the extent arising out of the gross negligence, willful misconduct, or breach of this Agreement by the Indemnified Party. Where a claim is attributable to the concurrent fault of more than one Party, the indemnification obligations shall be allocated in proportion to each Party's respective degree of fault, as determined in accordance with the laws of the State of Louisiana.

ARTICLE V - INSURANCE

A. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, Inspire agrees to maintain or cause to be maintained the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.

B. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with Inspire's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

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. All employers must provide this insurance or be registered as a "Self-Insured" entity within the State.

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.

3. Automobile Liability Insurance with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

4. Host Liquor liability Insurance (where applicable) with limits of not less than \$1,000,000 per occurrence / \$2,000,000 policy aggregate.

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

6. The obligations for Inspire to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that 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 Inspire's obligations and/or Scope of Work.

D. Additional Insurance Requirements.

1. 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 and Host Liquor Liability (where applicable) policies with respect to liability arising out of the performance of this agreement.

a. Additional Insured coverage should be provided in the form of an endorsement to the Contractors/Subcontractors 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 are used).

b. 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 or email.

c. 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.

2. 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.

3. 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.

4. 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.

5. Notice of Cancellation. Each insurance policy required above shall not be canceled, expired, or altered except without prior notice to the City of no less than 30 days.

6. 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.

7. 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:

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

b. 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.

ARTICLE VI - RESERVED

ARTICLE VII - 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 \$16.01 per hour for any work performed on August 1, 2025 or thereafter; plus any adjustment provided in subsection D below.

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 (ii) 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 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:

Larry Barabino Jr., CEO,
New Orleans Recreation Development Commission
City of New Orleans
5420 Franklin Avenue
New Orleans, LA 70122

&

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

2. To Inspire:

James Dabney, Board Chair
Friends of InspireNOLA
2401 Westbend Parkway, Suite 4040
New Orleans, LA 70114

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 both parties 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. 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 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 and (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.

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. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the Agreement take precedence over any other documents.

R. Ownership of Records. All records, reports, documents and other materials delivered or transmitted to the Contractor by the City shall remain the property of the City and shall be returned by the Contractor to the City at the City's request and at the Contractor's expense upon the termination or expiration of this Agreement. All other materials prepared by the Contractor in connection with the performance of the services contracted for herein shall remain the property of the Contractor, unless otherwise agreed to by the Parties.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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 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.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

[INOLA and NORD's signature found on the following pages]

[Remainder of this page intentionally left blank]

FRIENDS OF INSPIRENOLA

BY: _____
JAMES DABNEY, BOARD CHAIR

TAX I.D.

[NORD's signature found on the following page]

[Remainder of this page intentionally left blank]

NEW ORLEANS RECREATION DEVELOPMENT COMMISSION

BY: _____
KYLE WALKER, CHAIR

[END OF AGREEMENT]

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 partnership between the City, the New Orleans Recreation Development Commission, and Friends of InspireNOLA. The ordinance will allow Friends of InspireNOLA to utilize Morris FX Jeff Stadium in exchange for year-round, comprehensive maintenance of the facility and renovations.

- 1. Larry Bud...
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.



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

Requesting Department or Agency: New Orleans Recreation Development Commission (NORD Commission)

Name of Contact Person: Oriell Lymous - Taylor

Telephone Number: 504-658-3026

Email Address: omlymous@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To provide quality recreational, academic, cultural and/or economic opportunities for the City's residents by allowing Friends of InspireNOLA to utilize Morris FX Jeff Stadium in exchange for year-round comprehensive maintenance of the facility and renovations.

2. **The parties involved:** The City, NORD Commission, and Friends of InspireNOLA.

3. **The obligations, expectations, and deliverables of the parties involved:** The City will operate the agreement through NORD. NORD will grant usage of Morris FX Jeff Stadium to Friends of InspireNOLA for athletics programming in exchange for maintenance and renovations of the facility.

4. **The duration of the contract:** 10 YEARS

5. **The cost and any fiscal implications of the contract for the City:** N/A

6. **Describe disadvantaged business enterprise (DBE) participation:** N/A