

RESOLUTION

NO. R- 22-203

CITY HALL: April 27, 2022

BY: COUNCILMEMBERS MORENO, MORRELL AND GREEN

WHEREAS, the New Orleans City Council (“Council”) recently launched an investigation into the Advanced Broadband and Smart City Systems Request for Proposals No. 1193 (“RFP”) awarded to Smart + Connected NOLA to review potential quid pro quos or contract rigging by City employees; and

WHEREAS, the Council learned the Mayor’s Office plans to move forward with a one-year Cooperative Endeavor Agreement (“CEA”) to advance the smart cities project instead of a multi-year CEA with Council approval; and

WHEREAS, this revealed additional information of other one-year CEAs that may be questionable including a CEA that sends public funding to Forward Together New Orleans;
NOW THEREFORE

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council requests the New Orleans Office of Inspector General (“OIG”) investigate any potential ethical or other improper actions by City employees in the procurement of the advanced broadband and smart cities RFP awarded to Smart + Connected NOLA; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council also requests the OIG investigate monies being awarded to nongovernmental agencies through one-year CEAs including public monies diverted to Forward Together New Orleans; and

BE IT FURTHER RESOLVED, That the Clerk of Council is directed to transmit a copy of this resolution to the Mayor of the City of New Orleans and the New Orleans Office of Inspector General.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: Giarrusso, Green, Harris, King, Moreno, Morrell, Thomas - 7

NAYS: 0

ABSENT: 0

AND THE RESOLUTION WAS ADOPTED.

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THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

Lera W. Johnson
CLERK OF COUNCIL



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OFFICE OF YOUTH AND FAMILIES

Office of Youth and Families



On May 25, 2018 Mayor LaToya Cantrell signed an executive order to create the Office of Youth and Families (OYF) to support systems-level change for youth and families. To accomplish this goal the

Office of Youth and Families provides oversight and support for the New Orleans Recreation Department Commission (NORDC) and New Orleans Public Library (NOPL) because no single agency or department can tackle the complex issues faced by New Orleans youth and families alone. OYF also collaborates with NOLA Public Schools to support students, teachers and families in the education system.

Mission

The Office of Youth and Families works to improve child well-being by increasing coordination between agencies, expanding resources, ensuring equitable policymaking, engaging youth and community input.

Vision

We envision a New Orleans where all children and families thrive.

Values

- Opportunity
- Equity
- Youth and Family Voice
- Access
- Action

Last updated: 7/31/2023 12:56:40 PM



QR code for this page

Forward Together New Orleans

New Orleans, LA | <https://www.ftno.org/>

Do you work for Forward Together New Orleans? [Become an administrator](#)

About Us

Forward Together New Orleans is a 501(c)(3) organization that launched in 2018 as the transition committee for then Mayor-elect LaToya Cantrell. In those early stages, FTNO brought together some 200 community stakeholder volunteers to collaborate on a set of recommendations for the incoming administration. Since that time, FTNO has evolved into an effort to bridge the public and private sectors and address New Orleans' most pressing challenges, such as the coronavirus pandemic. Founded to reflect the collaborative, grassroots leadership Mayor LaToya Cantrell has brought to City Hall, the goal is for FTNO to thrive long past her tenure in office, a vehicle that offers nonprofit, partnership support to future New Orleans' mayors.


Issue Areas Include

- Children & Youth
- Community Development
- Disaster Relief
- Health & Medicine
- Philanthropy

Location & Contact

 [5043009664](tel:5043009664)

 info@ftno.org

 5208 Magazine St, New Orleans, LA 70115, USA
350

Cam Jordan's Dreambuilders

Forward Together New Orleans • May 20, 2020

Supporting New Orleans' Youth



Cam Jordan's Dreambuilders Foundation, along with the UnitedHealthcare donated \$10,000 to support technology needs for youth during COVID-19. This was granted to the Office of Youth and Families, which provides paid summer internships and year round programming for youth with juvenile justice involvement. As a result of the COVID-19 crisis, the programming will be provided virtually. The Office is launching a loaning program to provide the participants with hotspots, tablets, and or laptops so they can access resources and still pursue workforce readiness training opportunities.

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K15-1267

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

UNITED HEALTHCARE SERVICES, INC.

RFP No. 2275-01866 EMPLOYEE BENEFITS ADMINISTRATION

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the “**City**”), and United HealthCare Services, Inc., represented by Joseph Ochipinti, Interim President and CEO of United Healthcare Louisiana, a division of United HealthCare Services, Inc. (the “**Contractor**”). The Agreement is effective as of the 1st day of January, 2016 (the “**Effective Date**”).

RECITALS

WHEREAS, on May 11, 2015, the City issued a request for proposals **RFP No. 2275-01866** seeking qualified persons to provide professional services including Third Party Administrator (“**TPA**”) services for self-funded, bundled healthcare plan for active and retired City employees (the “**RFP**”);

WHEREAS, the Contractor submitted a proposal dated July 17, 2015, and the City has selected the Contractor to perform the professional services described in the RFP.

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. Services. The Contractor will, in accordance with the schedule approved by the City:

1. Provide TPA services for the City's self-funded Healthcare Coverage and other employee benefits to provide medical, dental, and vision health insurance coverage for active and retired City employees;
2. Perform all other services and obligations as set forth in any of the following documents that are incorporated fully into this Agreement: the RFP; the Contractor's proposal dated July 17, 2015.
3. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;
4. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, at no additional compensation;
5. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

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6. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the City within thirty (30) days after the approval of the associated plan change or amendment; and
7. Cooperate with the City and any person performing work for the City.

The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Compliance with Laws. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

C. Invoices.

1. The Contractor will submit monthly invoices for work performed under this Agreement to the City no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable.
2. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.
3. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

D. Records and Reporting.

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of five (5) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.
2. The Contractor will identify any reporting requirements, including the frequency, method and contents.
3. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

E. Audit and Inspection.

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal

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business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to 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 shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

F. Insurance. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain Professional Liability (Errors and Omissions) insurance in full force and effect for the duration of the work under this Agreement.

G. Indemnity.

1. 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, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work 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.
2. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.
3. 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: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Contractor is ultimately absolved from liability.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

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

2. The Contractor has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;
3. The Contractor is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor, its employees, or its subcontractors in the performance of this Agreement;
4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Contractor's performance of this Agreement;
5. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;
6. The Contractor is not in breach of any federal, state, or local statute or regulation applicable to the Contractor or its operations;
7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services;
8. The Contractor has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and
9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Contractor and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. 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 five 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.

C. 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.

D. Employee Verification. The Contractor swears that (i) it is in compliance with La. R.S. 38:2212.10, and 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)

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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 three 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 La. R.S. 38:2212.10. 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.

E. The Contractor acknowledges that the City is relying on these representations and warranties and Contractor's expertise, skill, and knowledge and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Chief Administrative Office, Department of Benefits Administration;
2. Provide the Contractor with any documents deemed necessary for the Contractor's performance of any work required under this Agreement; and
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

B. Payment. The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;
2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
3. The City may set off any amounts due to the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and
4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.
5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days

on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV – RATE OF COMPENSATION

A. The City will pay the Contractor in accordance with the rates set forth in the Price Overview, attached and incorporated herein as “**Exhibit A**”, and more fully detailed in the Contractor’s Price Proposal dated July 17, 2015, incorporated herein by reference as “**Contractor’s Price Proposal**”.

B. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

C. The stated compensation is inclusive, and includes no additional amounts for, the Contractor’s costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

D. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

ARTICLE V - DURATION AND TERMINATION

A. **Initial Term.** The term of this agreement shall be for one (1) year, beginning the Effective Date, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. **Extension.** This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for four (4) additional one-year terms.

C. **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 the termination at least thirty (30) calendar days before the intended date of termination.

D. **Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (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.

F. **Suspension.** The City may suspend this Agreement at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

ARTICLE VI - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. **DBE Program Compliance.** The Contractor will use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. The Contractor's failure to carry out these requirements, as determined in good faith by the City's DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program.

B. **DBE Compliance Reporting.** The Contractor will provide written reports to the City's Director of Supplier Diversity on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

1. The name and business address of each DBE involved in the contract;
2. A description of the work performed and/or the product or service supplied by each DBE;
3. The date and amount of each expenditure made to a DBE; and
4. Such other information as may assist the DBE Compliance Officer in determining State's compliance with the DBE Program and the status of any DBE performing any portion of the contract.

C. **Access to Books and Records.** The Contractor will grant the City's DBE Compliance

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Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program in accordance with the inspection provisions of this Agreement.

D. Disqualification from Future Contracts. If the City terminates this Agreement in connection with any misrepresentation of the Contractor's DBE status, the Contractor may be disqualified from contracting with or participating in any contracts with City contracts with the City of New Orleans.

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

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

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

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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(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the 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(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 contract; (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 IX - 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:

Jean Morris – Gibson
Chief Administrative Office
1300 Perdido Street, 9th Floor
New Orleans, LA 70112

&

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

2. To the Contractor:

Joseph Ochipinti,
Interim President and CEO of United HealthCare Louisiana
3838 N. Causeway Blvd., Suite 2600
Metairie, LA 70002

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. 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 X - 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. **Choice of Law and Jurisdiction.** 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. 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.

D. **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.

E. **Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all 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 all 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.

F. **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.

G. **Exhibits.** The following exhibits will be and are incorporated into this Agreement: the Contractor's Price Proposal dated July 17, 2015 and the Contractor's Technical Proposal dated July 17, 2015 (collectively, the "**Contractor's Proposal**")

H. 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.

I. 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.

J. 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.

K. 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.

L. 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; the Contractor's Proposal.

M. Ownership Interest Disclosure. The Contractor will provide 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 affidavits, the City may, after thirty (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.

N. 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 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 Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

O. 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.

P. 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.

Q. 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.

R. 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 thirty (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.

S. 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.

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

[Signatures on the following page]

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

CITY OF NEW ORLEANS

BY: 

MITCHELL J. LANDRIEU, MAYOR

Executed on this 24 of February, 2016

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Julie P. [unclear]

UNITED HEALTHCARE SERVICES, INC.

BY: 

JOSEPH OCHIPINTI, INTERIM PRESIDENT/CEO OF UNITED
HEALTHCARE LOUISIANA, A DIVISION OF UNITED
HEALTHCARE SERVICES, INC.

FEDERAL TAX I.D. 58-6573957

Attachment A

SELF- FUNDED MEDICAL PRICE PROPOSAL FORM FORM I

Enrollment Assumptions	Base Plan	Diabetic Base Plan	"Buy Up" Plan	"Diabetic Buy Up" Plan
Active Employee =4724				
Single Subscriber – 2,468 enrolled	\$37.62	\$37.62	\$37.62	\$37.62
Subscriber/Spouse - 540 enrolled	\$37.62	\$37.62	\$37.62	\$37.62
Subscriber/Child(ren) – 658 enrolled	\$37.62	\$37.62	\$37.62	\$37.62
Subscriber /Family – 1,058 enrolled	\$37.62	\$37.62	\$37.62	\$37.62
Medicare - Retirees=21				
Single Subscriber – 12 enrolled	\$21.60	\$21.60	\$21.60	\$21.60
Subscriber/Spouse - 5 enrolled	\$21.60	\$21.60	\$21.60	\$21.60
Subscriber/Child(ren) – 2 enrolled	\$21.60	\$21.60	\$21.60	\$21.60
Subscriber /Family - 2 enrolled	\$21.60	\$21.60	\$21.60	\$21.60
Non-Medicare=1169				
Single Subscriber – 512 enrolled	\$37.62	\$37.62	\$37.62	\$37.62
Subscriber/Spouse - 347enrolled	\$37.62	\$37.62	\$37.62	\$37.62
Subscriber/Child(ren) – 106 enrolled	\$37.62	\$37.62	\$37.62	\$37.62
Subscriber /Family – 204 enrolled	\$37.62	\$37.62	\$37.62	\$37.62
Network Access	0.00	0.00	0.00	0.00
Set-up Fee	0.00	0.00	0.00	0.00
Plan Documents	0.00	0.00	0.00	0.00
Other (Please Explain)	0.00	0.00	0.00	0.00
Annual Administration Cost	2,705,506	<	<	<
Flexible Spending Account	\$4.09	\$4.09	\$4.09	\$4.09
Employee Assistance Program	\$0.00	\$0.00	\$0.00	\$0.00
Wellness Program	0.00	0.00	0.00	0.00

Please refer to the Financial Documents for proposed Plan Designs as there are eight to choose from.

BENEFIT	PPO NETWORK	NON-NETWORK
Lifetime Maximum		
Out-of-Pocket/Maximum (Including Deductible)		
Plan Deductible		
Primary Care Physician Office Visit		
Specialist Office Visit		
Physician Emergency Visits		
Routine Adult Physicals		

FLEXIBLE SPENDING ACCOUNT (FSA)

FORM VIII

1. List the total cost of the vendor providing Medical, Dependent Care and Commuter services as a per participant, per month fee and/or as a monthly administrative fee assessed to the employer.

The cost proposal submitted must allow the City to clearly understand the vendor's cost structure and to calculate the expected total cost based on the number of participants that ultimately enroll, a number which is unknown at this time.

___ \$4.09 Per participant per month
_____ Monthly administrative fee per participant

2. List the total cost of the vendor providing any **optional** FSA services under this RFP. List each optional service and its associated cost separately.

Additional Fees (if applicable)

External Rollover	\$1,667	One Time Set Up Charge Per Customer Per Vendor
Eligibility feeds	\$222	Per File In Excess Of 52 Per Year
Health Care Spending Card	\$0.00	Per Participating Employee Per Month (PPEPM) FEE WAIVED
Non-Discrimination Testing	\$500.00	Per Testing Occurrence
Imprest Balance Required:	\$5,000	

DENTAL PRICE PROPOSAL FORM

FORM II

Use the following form to submit per subscriber per month (PS/PM) cost and the summary of costs, using the estimated participation table below to determine the maximum dollar amount of fees and claims costs. Dental benefits are not available to Retirees ages 65 and older and their dependents.

Enrollment Assumptions	Dental
Single Subscriber	2,468
Subscriber/Spouse	540
Subscriber + Child (ren)	658
Subscriber + Family	1,058
Total Eligible Subscribers	4,724

	Year 1 PSPM	Annual Year 1 12/15 with Terminal Protection	Year 2 PSPM	Annual Year 2 Paid Contract with Terminal Protection
Total Administration Fees	\$2.50	Mature	\$2.50	Mature
Aggregate Premium	NA		na	
Total Expected Dental Claims	\$37.78	Mature	\$37.78	Mature
Total Maximum Dental Claims	NA		NA	
Total Expected City Cost	\$40.28	Mature	\$40.28	Mature
Total Maximum City Cost	NA		NA	

	In-Network	Out-of-Network
Annual Plan Maximum		
Calendar-Year Deductible		
Subscriber	\$0	\$50
Subscriber/Spouse/Domestic Partner	\$0	\$50
Subscriber/Child(ren)	\$0	\$150
Subscriber Family	\$0	\$150
Service Type:		
Type A (preventive & diagnostic	100%	100%
Type B (operative & restorative)	80%	80%
Type C (prosthodontics)	50%	50%
2 oral exams per year separated by six months		
2 oral exams per year separated by six months		
1 fluoride treatment per calendar year, for dependent child to age 19		
2 prophylaxis treatments per calendar year separated by six months		
Full mouth x-ray: 1 per 60 months		
Bitewing x-ray: 1 per calendar year for adults, 2 per calendar year for children separated by six months		

VISION PRICE PROPOSAL FORM

FORM III

Use the following form to submit per subscriber per month (PS/PM) cost and the summary of costs, using the estimated participation table below to determine the maximum dollar amount of fees and claims costs. A complete list of providers must accompany your bid. Vision benefits are not available to Retirees ages 65 and older and their dependents.

Enrollment Assumptions	Vision
Single Subscriber	2,468
Subscriber/Spouse	540
Subscriber + Child (ren)	658
Subscriber + Family	1,058
Total Eligible Subscribers	4,724

	Year 1 PSPM	Annual Year 1 12/15 with Terminal Protection	Year 2 PSPM	Annual Year 2 Paid Contract with Terminal Protection
Total Administration Fees	\$0.58	12% of claims for months following termination	\$0.58	12% of claims for months following termination
Aggregate Premium	NA		NA	
Total Expected Vision Claims	\$5.23		\$5.23	
Total Maximum Vision Claims	NA		NA	
Total Expected City Cost	\$5.81	12% of claims for months following termination	\$5.81	12% of claims for months following termination
Total Maximum City Cost	NA		NA	

	In-Network Providers	Non-Network Providers
Exam	\$10 co-pay	Up to \$35 co-pay
Complete pair of Prescription Glasses	\$100 allowance and 20% discount	\$100 Allowance and no discount
Contact Lenses, evaluation & fit	\$100 allowance and 20% discount	\$100 allowance and no discount
Laser Vision correction	Discounted services	No coverage
Exam	One/12 months	One/12 months
Lenses	One/12 months	One/12 months
Frames	One/12 months	One/12 months

Meet the Board Members of Forward Together New Orleans

The Forward Together New Orleans board is uniquely suited to help respond to Hurricane Ida, the pandemic and their ensuing health disparities.



Board Liaison Liana Elliott

Liana Elliott is an urban planner and policy analyst, focusing on social justice issues around public health,



Dr. Eric Griggs

"Doc Griggs" is the health and wellness awareness persona of Dr. Eric Griggs, a New Orleans-based Community Medicine Doctor and Health Educator who has



Dr. Kathleen Kennedy

Dr. Kennedy earned the Doctor of Pharmacy degree from the University of California, San Francisco and



Dr. Silas Lee

Silas Lee, III Ph.D. is a nationally recognized and sought-after author, trial consultant, pollster and strategist for Fortune 500 companies, higher education, local & **Exhibit 6 Page 1 of 5**

training and unique approach to social justice encompasses diverse perspectives and examines the complex web of connections between individuals, communities, and global contexts.

Elliott currently serves as the Director of Policy & Government Operations for the City of New Orleans. She formerly served as the Deputy Chief of Staff for the City of New Orleans Mayor, LaToya Cantrell and as Chief of Staff for New Orleans Councilman Jason Williams. She is also the former program manager for the City of New Orleans' Fight the Blight Lot

communities across the country. In addition to being recently appointed as an Assistant Professor at the LSU School of Medicine and his role as Director of Community Medicine at Access Health Louisiana, Dr. Griggs proudly serves as the founder and Executive Director of the Doc Griggs Foundation, a community-driven, student-activated and professionally-mentored organization that promotes community health by empowering the community to 'Get Checked. Get Fit Get Moving!'

Pharmacy Practice at the University of California Hospitals and Clinics. She completed the Management Development Program at Harvard University's Graduate School of Education in 2004.

In 2004, Dr. Kennedy received the Malcolm Ellington Professor of Health Disparities Research Endowed Professorship and was appointed Director of the Center for Minority Health and Health Disparities Research and Education (CMHDRE).

Associates, which he founded in New Orleans in 1983, specializes in conducting public opinion research and creating communication strategies.

Dr. Lee has served as a trial consultant on criminal and multi-million-dollar civil cases, including personal injury, product defect, death penalty, smoking cessation and defamation cases. He is also a court certified expert in public opinion research assisting attorneys in jury selection and defining the social and cultural perspectives of criminal and civil litigation. Lee is recognized for incorporating the social and cultural dynamics of urban

target neighborhoods throughout Orleans Parish.

Elliott is the co-founder and Board Chair for 102.3 FM WHIV New Orleans, a community radio station dedicated to human rights and social justice. WHIV is member-supported, and entirely volunteer-run by over 90 hosts and DJs who provide original live programming 24/7 on New Orleans' airwaves and streams around the world.

Before joining the City, Elliott was a strategy, implementation, and community development consultant specializing in public health

the community. He is the Health and Wellness Chair for 100 Black Men of Metro New Orleans and also serves on the 100 Black Men International Health and Wellness Committee. In March of 2014, Dr. Eric Griggs was named Spokesperson for the American Cancer Society - Greater New Orleans and is also a member of their Executive Leadership Council. As former Chairman for the American Heart Association's Multicultural Leadership Committee, he is also a member of their Greater Southeast Affiliate Multicultural Initiatives

competence. In 2007, Dr. Kennedy organized the first national health disparities conference for mid-level health care professionals to address the successful translation of research into effective models of practice to impact policy and change behaviors in the broader community. In July 2011, she and two of her colleagues received the highest award presented by the American Association of Colleges of Pharmacy (the Rufus A. Lyman award) for a publication on the use of an instrument to assess the perceived level of cultural

quantitative data (polls). Dr. Lee has served as one of the pollsters for several presidential campaigns, including Clinton-Gore, Gore-Lieberman, Kerry-Edwards, Hillary Clinton, Occupy the Vote (2012 presidential election), Governor John Bel Edwards of Louisiana, Joe Biden for President 2020, and numerous other elected officials.

Dr. Lee is the Ernest N. Morial Endowed Professor at Xavier University in New Orleans, LA. And he teaches a doctoral class on social entrepreneurship at the University of Holy Cross.

This unique strategy offers a vivid portrait of the challenges and

management, and social justice.

Elliott has been a resident of New Orleans for over 15 years and lives in the Warehouse District. Elliott holds a BA from Tulane University, and Masters degrees in Social & Community Planning and Public Policy from the Sol Price School of Public Policy at the University of Southern California.

Fridays and on Tuesdays and Sundays on WHIV 102.3FM and iHeart radio's WYLD 940 AM.

Her research continues in the area of Community Engagement and Community-Based Participatory Research.

Dr. Kennedy was appointed Dean of the College of Pharmacy in May 2010. Currently she serves as a member of several non-profit organizations including Chair of the Greater New Orleans Chapter of the American Heart Association, Chair of the Association of Minority Health Professions Schools, Chair of Forward Together New Orleans and Chair-elect of the Louisiana Public Health Institute. She is also a member of the

and motivate diverse demographic groups. His experience for identifying unique social and cultural trends in analyzing research data has assisted clients win judgments and pass property millages exceeding quarter-of-a- billion dollars.

Chair of the
Transition Team
for the Mayor-
Elect of the city of
New Orleans. She
is an active
member of
Blessed Trinity
Catholic Church.
She currently
serves on
Governor
Edwards' COVID-
19 Health Equity
Task Force.

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 04 2019**

FORWARD TOGETHER NEW ORLEANS
C/O MAGGIE CARROLL
400 POYDRAS STE 900
NEW ORLEANS, LA 70115

Employer Identification Number:

82- [REDACTED]

DLN:

17053086379009

Contact Person:

JASON T SAMMONS

ID# 31616

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

January 20, 2018

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

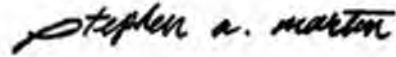
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

FORWARD TOGETHER NEW ORLEANS

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, reading "Stephen A. Martin". The signature is written in a cursive style with a large initial 'S'.

Director, Exempt Organizations
Rulings and Agreements

Letter 947

Home » Mayor's Office » News » UnitedHealthcare, Cam Jordan Donate \$30,000 to New Orleans for Maternal and Child Health Supplies

OFFICE OF THE MAYOR

News



April 15, 2020 | From [City of New Orleans](#)

UnitedHealthcare, Cam Jordan Donate \$30,000 to New Orleans for Maternal and Child Health Supplies

NEW ORLEANS — UnitedHealthcare and the New Orleans Saints' Cam Jordan today announced a \$30,000 donation to Forward Together New Orleans to ensure that families in New Orleans have the infant and feminine hygiene supplies necessary to maintain a healthy family through the COVID-19 pandemic. The \$25,000 from UnitedHealthcare inspired Cam Jordan to join in with an additional \$5,000 contribution, and follows a \$500,000 donation made last week by UnitedHealth Foundation to two New Orleans service organizations, Covenant House and Second Harvest Food Bank.

"We know that the health needs of our children and mothers in New Orleans cannot be put on hold in the midst of a crisis, whether it's a hurricane or a pandemic," said **Mayor LaToya Cantrell**. "That's especially true right now — with so many in our community struggling to make ends meet, reducing the burden of providing diapers, food and hygiene products can make all the difference. I applaud one of our New Orleans Saints, Cam Jordan, and UnitedHealthcare for ensuring that our families have the maternal and child health supplies they need. I also want to thank UnitedHealth Foundation for stepping up as a provider for the City. This is a perfect example of how community partners should be stepping up to support our people."

"As the impact of COVID-19 spreads across our nation and community, it's never been more important for UnitedHealthcare to respond with compassion and collaboration," said **Christine O'Brien**, executive director for UnitedHealthcare, Louisiana and Mississippi. "We are honored to partner with the City New Orleans and Cam Jordan to support our most vulnerable community members, particularly young children who are at a critical time of development."

"I'm grateful to be in the position to give back," said **Cam Jordan**. "Partnering with the United Health Foundation and the City of New Orleans to identify families in need, and providing essential items is a blessing and I'm thankful to be able to help and do my part right now."

These donations are part of UnitedHealth Group's, UnitedHealthcare's parent company, current commitment of more than \$60 million to help communities most impacted by COVID-19.

The Mayor's Office of Youth & Families will direct these resources to families with demonstrated needs through local maternal health and social service organizations. This will be a low-barrier initiative with the goal of serving as many families as possible.

###



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Mom & Baby Initiative

Forward Together New Orleans • May 21, 2020



Helping mothers and children

The Mayor's Office of Youth and Families received \$30,000 in donations to use toward

providing infant and feminine hygiene products to families in need. These funds were originally distributed to FTNO from UnitedHealthcare and Cam Jordan. We have partnered with the following organizations to ensure that we are able to reach families in need throughout the city and of all demographics:

- Viet
- Congreso de Jornaleros/Congress of Day Laborers - supporting families who have been displaced and lost work due to COVID-19
- Training Grounds/We Play - as a result of our donations to them, they will be launching a diaper bank in the Lafitte area
- Saul's Light - supporting NICU moms and babies
- New Orleans Family Justice Center - women's shelter and safe house programs
- New Orleans WIC
- ECCO Community Center - immigrant families and children supportive services
- Familias Unidas en Acción
- Bloom Maternal Health (Nurse Nikki)

Items including diapers, bottles, wipes, feminine products, and baby food will be provided to nonprofit organizations to disburse and distribute to over 750 vulnerable families with infants and toddlers throughout the city. Some supplies will also be made available at NORDC feeding sites.

Cash Money Records Pays June Rent for Hundreds of Tenants in New Orleans Through Mayor's Fund

Forward Together New Orleans • May 28, 2020



Bryan "Birdman" Williams and Ronald "Slim" Williams of Cash Money Records have donated over \$225,000 to [Forward Together New Orleans](#) (FTNO), the non-profit 501(c)(3) organization filling urgent gaps in community needs and available resources to protect our city during the COVID-19 pandemic. Though initially planned for May, funds will be used specifically to pay the June rent for hundreds of subsidized tenants and families who are most at need, and live in the former Magnolia, Calliope, and Melpomene projects, now known respectively as the Scattered Sites Harmony Oaks, Marrero Commons, and Guste. Tenants will be notified directly if they are included in the grant, which will go to the landlords.

The Williams brothers grew up in New Orleans and went on to establish the top independent record label in the country launching the careers of dozens of artists including Lil Wayne, Juvenile, and Nicki Minaj. Giving back to their community and those less fortunate is a priority for the brothers who created their own 501(c)(3) organization The Johnny and Gladys Williams Foundation—named after their parents as a channel for their philanthropic endeavors. For over 20 years, via The Johnny and Gladys Williams Foundation, the Cash Money duo has given away free Thanksgiving dinners and partnered with Ochsner Health Systems to provide free health screenings available to all New Orleans residents who come to the turkey give-away.

Bryan states, "The legacy of Cash Money belongs to the city of New Orleans. There's nothing more important to us than giving back to the brothers and sisters who live on those same streets we grew up on - from musicians to service workers to everyday working families. That's what this label was always about."

"New Orleans made us and is part of who we are," says Ronald. "We are devastated that this pandemic is hitting our community there so hard and we are committed to doing what we can to help now and in the long term."

Given the scale of COVID-19 and its far-reaching impacts on the City of New Orleans, Forward Together New Orleans plans to immediately issue checks to the scattered sites to pay for June rent for those tenants who are in the public housing programs, excluding any monies already subsidized by the government and other organizations. FTNO is The Mayor's Fund which plans to thrive long past her tenure in office, a vehicle that offers nonprofit, partnership support to future New Orleans mayors.

Said Mayor LaToya Cantrell: "In years to come, when we look back on how our city came together to get through the coronavirus crisis, we will have no better example of leadership than the Williams brothers, these sons of New Orleans who make our city proud today. No one should have to fear losing their home while trying to protect their health. That is why we have been leading the charge in New Orleans to make housing more affordable, and quickly banned evictions in our city during the COVID-19 crisis. This helps us continue that path, demonstrating how we can come together as businesses, government, and non-profits to address our residents' most pressing needs now."

Mayor Cantrell's administration has uncovered hundreds of millions in infrastructure dollars to fix New Orleans' ancient drainage system, and now turns its attention to human infrastructure. After Hurricane Katrina while a neighborhood leader, Mayor Cantrell helped stand up five community health clinics to bring affordable access to residents. As Councilperson, she led the fight to ban smoking in bars and restaurants. As Mayor, she formed Fit NOLA, a partnership between the City of New Orleans and local organizations working together to fight obesity by promoting physical activity and improved nutrition. She created the Fast Track City Steering Committee to develop an HIV strategy to end the epidemic by 2030. With a majority Black population, New Orleans is especially hit hard by the underlying health issues which have caused the Black community to experience a higher death rate from COVID-19.

The Forward Together New Orleans Board is uniquely suited to help respond to the pandemic and its ensuing health disparities. Dr. Kathleen Kennedy is the Dean of the College of Pharmacy at Xavier University of Louisiana. In 2007, Dr. Kennedy organized the first national health disparities conference (which continues annually) for mid-level health care professionals. She served as the Director of the Center for Minority Health and Health Disparities Research and Education during Hurricane Katrina until 2009. Dr.

Kennedy is also the Chair of the Greater New Orleans Chapter of the American Heart Association, and Chair of the Association of Minority Health Professions Schools.

"We're in a moment of serious crisis for our city, and FTNO is committed to acting as a hub for business, government, and community-based organizations to work together on response and recovery. As a continuation of my work on health disparities, I am proud to support the Cantrell Administration's efforts and will move quickly and decisively to help New Orleans recover again, as I did after Hurricane Katrina" said Dr. Kennedy.

Fellow Board Member Dr. Eric Griggs has a unique perspective as a community health expert. He is on the front lines of the pandemic as Director of Community Medicine at

Access Health Louisiana, where he has been hosting regular Facebook lives to educate residents on COVID-19 preparedness, along with Infectious Diseases Physician Dr. MarkAlain Dery and Chief Medical Editor for WDSU, Dr. Corey Hebert. As a board member of the South Broad Community Health Center, formed in Mayor Cantrell's own neighborhood after Hurricane Katrina, he is steeped in experience of how neighborhoods can lead the charge for recovery.

Board Member Dr. Silas Lee's extensive knowledge of and experience with the social and cultural dynamics of urban society, as well as his expertise in both qualitative and quantitative data analysis, offer an important perspective for Forward Together New Orleans.

The organization has recently distributed grants to the City of New Orleans for other COVID-19 related projects. The Mayor's Office of Youth and Families is using \$30,000 toward providing infant and feminine hygiene products to families in need. They are also providing paid summer internships and year round programming for youth with juvenile justice involvement. That grant will provide the participants with hotspots, tablets, and or laptops so they can access resources and pursue workforce readiness training opportunities.

About Cash Money Records

Since 1991, Brothers **Bryan "Birdman" Williams** aka "**Baby**" and **Ronald "Slim" Williams** have built **Cash Money Records** into a legendary force in the music industry. Through tireless devotion and an unparalleled work ethic, the duo founded the legendary label in the New Orleans housing projects and elevated it into a multi-million-dollar empire and cultural tastemaker.

Not only is the company revered as an iconic and enduring global street brand, it's become the most successful independent record label in America boasting a bevy of chart-dominating, multi-platinum artists and Grammy Award winners and cumulative sales over 100 million albums worldwide, the roster includes **Jacquees**, **Blueface**, **Deemic**, **Juvenile** and more.

The label also houses **Lil Wayne**'s imprint **Young Money Entertainment** (**Drake** and **Nicki Minaj**) as well as a publishing arm **Cash Money Content**. **Cash Money Records** is distributed by **Republic Records**, a division of **Universal Music Group**, the world's largest music company.

More information can be found at <https://www.cashmoney-records.com>.

About Forward Together New Orleans

Forward Together New Orleans is dedicated to helping all the people of New Orleans. Our goal is to make the city a fairer, more inclusive place - a city of opportunity for all. We work toward this goal by forging partnerships between community organizations and the business and philanthropic sectors. These partnerships are meant to improve the lives of New Orleanians in every corner of the city.

Forward Together New Orleans is a 501(c)(3) organization that launched in 2018. In those early stages, FTNO brought together some 200 community stakeholder volunteers to collaborate on a set of recommendations for the incoming administration.

Since that time, FTNO has evolved into an effort to bridge the public and private sectors and address New Orleans' most pressing challenges. As of the spring of the 2020, that challenge is the coronavirus, an extraordinary public health and economic threat.

Forward Together New Orleans partners with the City of New Orleans to assist with mobile testing, neighborhood navigators, rental assistance, food security, and a bridge fund. Board members include Eric Griggs, M.D., Dr. Silas Lee, and Dr. Kathleen Kennedy. Liana Elliott, Deputy Chief of Staff to Mayor Cantrell, serves as liaison to the board from the City.

Founded to reflect the collaborative, grassroots leadership Mayor LaToya Cantrell has brought to City Hall, the goal is for FTNO to thrive long past her tenure in office, a vehicle that offers nonprofit, partnership support to future New Orleans mayors.

Visit our website to learn more at ftno.org.

MAYOR CANTRELL ANNOUNCES \$750,000 COMMITMENT TO IMMIGRANT COMMUNITIES FOR COVID-19 RELIEF

Jun 23, 2020



NEW ORLEANS — Today, Mayor LaToya Cantrell announced the **Immigrant Community Assistance Program**, which will provide \$750,000 in immediate financial relief for New Orleans' immigrant workers, who have been hardest hit by the COVID-19 pandemic.

"We have seen that the COVID-19 outbreak has had a particularly dire impact on our most vulnerable communities, with our immigrant community disproportionately affected. We have worked diligently with public and private partners throughout this crisis in order to marshal the resources needed to provide financial support to those who need it the most. This is another example of our commitment to support all of the workers who are the backbone of our city's economy," said Mayor Cantrell.

The goal is to support as many as 500 families with direct financial assistance. Many families have been out of work for months and have accrued a three-month backlog of debt. As a result, the program will provide \$1,000 payments to families, as well as small stipends for community-based organizations that help to administer the funds.

The program, managed by the Mayor's Fund, Forward Together New Orleans in coordination with the Mayor's Office of Youth and Families, is made possible with a donation from the Open Society Foundations (OSF). After Hurricane Katrina, the City of New Orleans welcomed approximately 20,000 new residents from a variety of Latin American countries, most notably Mexico, Honduras, Guatemala and Nicaragua. Approximately 21 percent of those new residents lived below the poverty line before COVID-19, and the pandemic reduced the ability of those in construction, hospitality and domestic labor fields to earn an income.

Despite bearing the brunt of the pandemic, these communities have been excluded from federal government relief. The initiative will provide direct cash payments to the city's most vulnerable populations.

The money is part of a \$130 million global initiative by OSF to combat the effects of COVID-19 in vulnerable communities around the world.

"The City of New Orleans holds a special place in my heart. No matter the trials this city has been through, from Hurricane Katrina, to the BP oil spill, its citizens are always ready to fight back with an unquenchable sense of optimism and resilience. Open Society Foundations has a long history in this city, supporting social justice through art, working to reform the criminal justice system, and supporting independent journalism," said Patrick Gaspard, President, Open Society Foundations. "Today, in the fight against COVID-19, Open Society welcomes the chance to support New Orleans' immigrant workers, who came to the city in the aftermath of Hurricane Katrina to help rebuild, and who have been hit hard by the COVID pandemic. We commend Mayor Cantrell for her steadfast support for these workers. We recognize that this funding is only the tip of the iceberg and we will continue to advocate for federal and state funding for workers in times of crisis."

The Mayor's Office of Youth and Families has an established working group of non-profit, community-based organizations and other stakeholders with deep roots in the city's immigrant community. In partnership with these groups and like-minded funders, the Immigrant Community Assistance Program hopes to create the infrastructure to offer short term relief to individuals overlooked for assistance from the federal and state governments.

About Forward Together New Orleans

Forward Together New Orleans (FTNO) is dedicated to helping all the people of New Orleans. The goal is to make the city a fairer, more inclusive place — a city of opportunity for all. FTNO works toward this goal by forging partnerships between community organizations and the business and philanthropic sectors. These partnerships are meant to improve the lives of New Orleanians in every corner of the city.

About Open Society Foundations

The Open Society Foundations, founded by philanthropist George Soros, are the world's largest private funder of independent groups working for justice, democratic governance, and human rights. George Soros opened his first international foundation in Hungary in 1984. Today, the Open Society Foundations support a vast array of projects in more than 120 countries, providing thousands of grants every year through a network of national and regional foundations and offices.

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OFFICE OF THE MAYOR

News



July 13, 2022 | From [City of New Orleans](#)

Mayor's Office of Youth and Families Celebrates Third Year of Summer Success Program Connecting At-Risk Youth with Work Readiness Opportunities

NEW ORLEANS — The Mayor's Office of Youth and Families (OYF), in partnership with JOB1, today announced the recent completion of its third year of the Summer Success program, which provides workforce readiness opportunities for New Orleans youth. The program intentionally connects youth who have either interacted with the justice system or who have been chronically absent from school with a five-week, paid work-readiness experience at local businesses and organizations.

This summer's cohort included 97 youth, ages 14-17, from all five City Council districts.

Program referrals are provided by the New Orleans Public Schools (NOLA-PS) Office of Student Support, Orleans Parish Juvenile Court, Hotel Hope, Louisiana Department of Children and Family Services, Louisiana Center for Children's Rights, Boys Town Louisiana, Crescent City Schools, Edna Karr High School, Educators for Quality Alternatives (EQA), Freddie Marshall Education Foundation, Heroes of New Orleans, MicAmped and Community Avengers.

"We created the Summer Success program in 2019 to respond to a gap in internship opportunities for our most vulnerable youth during the critical summer months. Since its inception, this program has engaged more than 300 youth," said **Emily Wolff, Director, Mayor's Office of Youth and Families**. "We cannot do this work alone, which is why we partner with several incredible community-based organizations to offer evidence-based work readiness programs. This summer, youth honed their skills through culinary competitions, entrepreneurship, music composition classes and construction projects. We believe young people are the solution, not the problem, and we could not be prouder of the participants for their work this summer."

The Office of Youth and Families contracted with 10 organizations to offer work readiness programming as well as wraparound support. Youth received \$15/hour for 20 hours per week. In addition, all youth had access to case management support, transportation assistance and transitional planning support.

This year, Summer Success achieved a 93 percent attendance rate and connected families to critical wraparound services. Specifically, the case management team provided eight mental health referrals (Children's Bureau), four referrals to NOLA-PS for help with One App assistance and two referrals for Healthy Start for parenting resources. Furthermore, out of all youth who previously interacted with the justice system, only two reoffended during the program period.

Internship placement partners include:

- Studio 4212 – Beauty Salon and Cosmetology School in New Orleans East
- Heroes of New Orleans – Job training program in Algiers
- Level-up Campaign – Job training program in the Seventh Ward
- MicAmped – Youth Leadership and Social Entrepreneurship program in Central City
- Taking Back Our Youth (TBOY) – Work readiness program in New Orleans East
- The Net Charter High School – Internship program within an alternative high school in Central City and Gentilly
- Community Avengers – Career exploration and job readiness in the Seventh Ward
- Café Reconcile – Restaurant and hospitality training in Central City
- New Orleans Video Access (NOVAC) – Video production training in Mid-City
- The Freddie Marshall Education Foundation – Music business development in Algiers

"MIC-AMPED has served as a partner since the inaugural launch of Summer Success. We cultivate a family environment for youth to feel safe, a sense of hope, and a toolbox to succeed in life. I strongly believe youth should be given intentional opportunities to become contributors to society through

innovative pathways of engagement. Youth of our city have the desire and passion to be contributors to their respective and global communities as movement builders and game-changers of their communities. We will continue to do our part as we amplify young people's voices," said **Le’Kedra Robertson, Director, Milne Inspiration Center ‘MicAmped’**.

Summer Success is operated in conjunction with the OYF's [Pathways Program](#), which is a year-round workforce readiness program that serves system-involved youth and is funded by the W.K. Kellogg Foundation. Several Summer Success participants will transition to Pathways to continue their engagement throughout the school year.

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Last updated: 9/15/2022 4:11:54 PM

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Forward Together New Orleans is filling urgent gaps in community needs and available resources to deal with the pandemic, save lives, and protect our city — and because of these amazing board members, we are well equipped to do just that. Read more at ftno.org/our-board.



MEET OUR BOARD



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- Co-founder and Board Chair, 102.3 FM WHV New Orleans
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- Asst. Professor, LSU School of Medicine
- Director of Community Medicine, Access Health Louisiana



DR. KATHLEEN KENNEDY

- Founding Director, Center for Minority Health & Health Disparities Research & Education
- Dean, Xavier University College of Pharmacy
- Member, Gov. Edwards' COVID-19 Health Equity Task Force



DR. SILAS LEE

- Founder, Dr. Silas Lee and Associates
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3



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FTNO Welcomes a New Executive Director

Jan 20, 2022



After a nationwide search, Forward Together New Orleans has found a new Executive Director, Shaun Randolph. Shaun comes to the FTNO family from a diverse career background spanning across both the public and private sectors, making him a great asset to our organization's overall mission.

"We knew we needed someone who has a lot of experience in diverse fields and who

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remained steadfast in supporting underserved communities throughout his career.

He has more than 13 years of experience as a serial entrepreneur, nonprofit professional, grant writer, social enterprise consultant, finance pioneer, and advisor within the arenas of venture capital and private equity.

Among his accomplishments, he founded an advisory business that worked and partnered with institutional investment firms holding aggregate assets under management exceeding \$1 billion.

"Shaun has a special talent for taking the things that make money for businesses and using them as tools for nonprofits to help people," FTNO board member Dr. Silas Lee said.

Shaun will focus on harnessing these skills and experiences to improve the lives of New Orleanians in every corner of the city.

Please join us in welcoming the newest member of our team!

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MEMORANDUM OF INTERVIEW

On 09/01/2022, Shaun Randolph, Executive Director (ED), Forward Together New Orleans (FTNO), was interviewed over the telephone at number (908) [REDACTED] by Investigator Troy Chenevert, City of New Orleans Office of Inspector General (OIG) and Chief of Investigations Michael Centola. After being advised of the interviewers' identities and the nature of the interview, the following was voluntarily provided by Randolph:

Randolph considers himself the ED of FTNO although he is currently involved in a personnel matter with what he describes as a former member of the FTNO board.

Randolph is a native of New Jersey and attended college at Liberty University in Virginia. While in school, he joined AmeriCorps and was sent to Los Angeles for assignment. After his tenure at AmeriCorps, he accepted a FUSE fellowship which brought him to New Orleans in March 2021.

Randolph described FUSE as a partnership with cities around the U.S. that involved co-designing projects and offering extra capacity to achieve results. The typical FUSE fellowship is one to two years in length. The city partner hosts the fellow and provides resources to enable the partnership to succeed. Randolph's fellowship in New Orleans involved creating wealth strategies for black New Orleanians in partnership with the City's Department of Economic Development. As with most FUSE fellowships, the first 90 days is a listening tour whereby the fellow gathers support and provides information about the project. It was during this time period Randolph met several City employees, including Lianna Elliott.

In the fourth quarter of 2021, Randolph was contacted by FUSE and asked if he wanted to extend his fellowship another year. He enjoyed his experience in New Orleans and was looking at job opportunities in the area. He found a job posting about Forward Together New Orleans/Mayor's Fund. Having lived in Los Angeles, Randolph was familiar with the Mayor's Fund model and was intrigued about the opportunity. He has seen things happen both good and bad with this model. Having met Elliott previously, he mentioned to her his interest in the ED position being advertised. The two discussed the position of ED for FTNO and Elliott asked Randolph if he was interested in the job. Randolph replied that he was interested in the position.

Randolph applied for the ED position for FTNO and began the interviewing process. It was during the application process he met Belinda Fly. Randolph was initially interviewed by Fly for the ED position. As the hiring process continued, he was interviewed by board members Dr. Kathleen Kennedy and Dr. Eric Griggs. Also involved in the interviews were City of New Orleans employees Josh Cox (OIG Note: Cox was a Senior Advisor and Director of Strategic Initiatives for Mayor Latoya Cantrell until his resignation in May 2022) and Elliott. During this group interview, Randolph stressed the importance that FTNO be an independent entity. He further added, the entity can be an ally of the mayor but not subservient. Randolph described Cox and Elliott as being the most vocal during the interview and Cox gave him an uncomfortable feeling. Cox made a statement in the interview to the effect we're not looking for someone to be protesting in front of city hall.

As a result of this feeling, Randolph declined the job offer of ED for FTNO. His main reasoning for declining this job was that his philosophy did not align with the City employees affiliated with

FTNO. Approximately one hour after his declination email to Fly, Elliott called him. Elliott seemed disappointed with Randolph's decision to decline the job offer. She said she was embarrassed by Randolph's decision since Elliott vouched for him to FTNO. The two talked through Randolph's issues and Elliott assured Randolph he was overthinking things. Randolph emailed Fly back, after the Elliott conversation, and requested to be placed back in the hiring process. Ultimately, Randolph was offered and accepted the ED position at FTNO.

Randolph received an offer letter that listed his start date as 11/15/2021. He noted the letter was signed by Kennedy. During the last month and a half of 2021, Randolph spent his time between FUSE and FTNO. His first meeting as the new ED was at the co-working space FTNO used on Poydras Street. FTNO contract employee Trent Butler gave him a tour of the location. Randolph asked Butler various questions regarding FTNO. It was at this tour; Randolph was first introduced to Maggie Carroll. Butler indicated to Randolph the space used by FTNO was Carroll's and she allowed FTNO to use a portion of it for their offices. While at the office site, Randolph met with Carroll who provided some background information on FTNO. That information included a history of FTNO, immediate priorities, and the ongoing wrap up of Hurricane Ida relief for residents. Randolph was told by people in New Orleans that Carroll was instrumental in Mayor LaToya Cantrell's campaigns.

Most of Randolph's conversations regarding FTNO were with Butler during his initial time with FTNO. Randolph described Butler as a young man who was about two years out of college. Butler was active in Mayor Cantrell's political campaign as an outreach person to college students in the city. Butler had a wealth of institutional knowledge relating to FTNO since being involved all aspects of the nonprofit. Randolph asked Butler to stay on a little longer in order for the transition to remain smooth. Randolph kept thinking in his mind that most people he has been in contact with in relation to FTNO were City employees or affiliated with Mayor Cantrell. This led him to wonder exactly how independent the ED of FTNO would actually be.

With the upcoming departure of Butler, Randolph wanted to get assistance from consultants to assist with getting FTNO organized. His desire was to recruit someone who was not affiliated with the mayor. Randolph learned Onika Jervis was leaving a nonprofit job and he presented her with a three-month contract for services to get FTNO organized. Jervis' primary role was to update the google drive where documents were stored and the offboarding of Butler's knowledge of FTNO. In various virtual meetings with Butler, Randolph learned Butler relied heavily on Cox when needing FTNO business and issues clarified. Randolph found it odd that the organization relied so much on City employees. Randolph continued to receive assurances there was nothing to worry about concerning the independence of FTNO. Randolph was not interested in leaning on Cox to run FTNO.

In approximately February 2022, Randolph heard and saw enough at FTNO to begin a "soft audit" of the organization. While looking at the QuickBooks of FTNO, Randolph found some mistakes in the accounting records. These mistakes were mainly expenses being misclassified. He received some clarifications from Butler about those mistakes. At this point, FTNO did not have City contracts and the funds received were entirely philanthropic in nature. The City would write grant requests on behalf of FTNO and those funds would be administered by FTNO. Cox wrote multiple grant proposals for FTNO. Randolph mentioned Kellogg and the Hilton Family as two grant proposals prepared by Cox. The grant has FTNO's name on it and was awarded in collaboration with the City of New Orleans.

As part of administering a grant, FTNO is allowed to take a portion of the award for operating expenses. Randolph noticed instances where FTNO received lesser portions of the grant than was

originally supposed to be paid. This was of concern to Randolph as FTNO had certain expenses and obligations to meet. Some reasons as to why the percentage paid to FTNO was below the contracted amount could have been that Butler was being taken advantage of by others within the City or FTNO wanted to have more money available to be given out as grant awards. When Randolph was hired by FTNO, he was informed of the need to fundraise due to the fact that FTNO did not have the money in its bank account to pay his \$80,000 annual salary.

Randolph described a FTNO contract with Last Word Strategies for marketing and public relations (PR). Last Word Strategies is owned by Kristine Breithaupt. Randolph initially stopped the contract but later was informed by Cox as to how the grant budget was adjusted to pay Breithaupt's \$50,000 contract. Randolph contends that Breithaupt was being paid with funds the City received from the Kellogg Foundation to provide services unrelated to the purpose of the grant. In particular, Breithaupt is promoting Office of Gun Violence Prevention programs that the City is operating which are not affiliated with the Kellogg Foundation grant but are being paid with Kellogg Foundation monies by FTNO. (OIG Note: In August 2019 the Mayor's office announced, "The Mayor's Office of Youth and Families received a \$1.5 million grant from the W.K. Kellogg Foundation to support a range of initiatives.") Patrick Young is the current Director and only employee of the City's Office of Gun Violence Prevention. According to Randolph, the Kellogg grant had monies being paid to Tulane University and one other program.

In March 2022, Randolph learned FTNO was going to start receiving two grants from the City to administer. One was to be transferred from the Urban League and involved gun violence and the other was from the Community Crisis Intervention Team. Randolph believed the Urban League had issues in reporting and their fees were too expensive so the city decided not to renew the year-to-year agreement. The Urban League had ten to twelve employees that would transition over to FTNO employment for the grant administration. The appearance to Randolph was that the Urban League had poorly managed the accounting and may have been overspending on their expenses. The paperwork and reports provided by Urban League did not make sense to Randolph.

After receiving and reviewing the Cooperative Endeavor Agreements (CEA) and comparing them to FTNO by-laws, Randolph executed the two documents with the City in approximately April 2022. This was the first time FTNO received and managed City monies for awards. After executing these CEAs, Randolph participated in meetings with Urban League employees, Cox, Elliott, and Young regarding the transitioning of employees when FTNO takes over the grant. The money from the City was received by check and deposited in the bank account in 2022. This seemed a little odd since the takeover was not supposed to start until 2023.

Randolph was unaware of any misspending at the FTNO. However, the issues he noted were too much influence from City employees. He listed Elliott's involvement as a board liaison between the board and the city as a problem. He was aware of previous board meetings where discussions took place allowing Elliott to vote. When Randolph ceased Elliott's voting authority, Elliott took exception and became upset. Elliott said she was told by the board that she could vote. On occasion, Randolph would speak with the board on matters regarding his plans for FTNO and get the board's agreement. Unbeknownst to Randolph, Elliott went behind his back and had conversations herself with the board members and Randolph's plans were changed. Randolph is aware that Elliott's husband works with Griggs and may be in a position senior to Griggs.

Randolph did recall an odd incident involving a large check from the City of New Orleans for about \$500,000. In his discussions with the revenue department about funding the program, he was surprised they were going to mail a check rather than processing a direct deposit. He was given a date by which the check would be received by FTNO. On that date, no check arrived at FTNO. Randolph began making telephone calls trying to locate the missing check. Cox called Randolph and said the check was sent to an address affiliated with Maggie Carroll on St. Charles Avenue. Randolph traveled to the address on St. Charles Avenue where the check was sent. Carroll had called the homeowner and had them place the check in the mailbox outside. Randolph arrived at the address and saw a phone number to call for assistance. He did not want to be perceived as looking at something inside a mailbox. The individual initially hung up on him but spoke with Randolph on a subsequent call. The person Randolph spoke to confirmed the FTNO check was in the mailbox. Randolph described the house as a mansion and asked around who was the owner. His best recollection was that it was the residence of a donor to the mayor's campaign. Randolph later confirmed the address as 5809 St. Charles Ave.

Once the check was in Randolph's possession, he traveled directly to Liberty Bank to get the check deposited. He spoke with an employee about making the deposit into the FTNO bank account. The bank teller pulled up the FTNO bank account information and the deposit was made. Randolph left the branch and attempted to verify the deposit was credited by looking at the account online. He was unable to see any deposit so he contacted the bank. The employee indicated the money was in the account however Randolph still could not see the deposit online. The employee commented that there are two accounts for FTNO. Randolph had no idea about this fact. He wanted to transfer the money into the correct FTNO account but could not since he was not a signor on the account that had the grant money. That account in question listed Griggs as the sole signatory. He thought about this account and surmised it must be associated with the mayor's previous transition team. Randolph contacted Griggs about this situation and wanted to get the money deposited in the correct FTNO account. Griggs made some phone calls to the bank and eventually the money was placed in the correct FTNO account. At a later date, Randolph coordinated with the revenue department to remove the Carroll affiliated address from FTNO's profile.

Typically, the board chairman would schedule and coordinate board meetings. Shortly after his appointment as ED, Randolph reached out to the members about arranging a board meeting. However, no board member was available during the times suggested from January 2022 thru March 2022. After an article appeared in The Picayune, members wanted to speak with Randolph. Some topics of discussion for that meeting included the article and why Randolph was quoted in it. He indicated some members were "up in arms" over the article. A second meeting was held but this time arranged by Elliott. Randolph estimated about 15 people attended. Randolph described the group as Mayor Cantrell people who all seemed "completely political." Randolph spoke up during the meeting about maintaining his independence from the City of New Orleans as the ED for FTNO. After that statement was made by Randolph, the meeting got silent.

A current example of Elliott's involvement pertains to a recent board resolution. Having reviewed the by-laws and resolutions of FTNO and in consultation with attorney Rudyard Ceres for a by-laws audit, Randolph identified areas where the board was operating outside the by-laws. Randolph proposed electing two new board members, placing a stop date on expired board terms, re-election of board members whose term had expired, and closing a duplicate bank account of FTNO at Liberty Bank. Elliott was not involved or consulted in any of these actions and expressed her disagreement of that to Randolph. After completing this new resolution, Randolph received a telephone call from Kennedy who was desperate to undo the recently completed resolution.

A new board meeting was held on July 28, 2022 to address the previous board resolution and create a new resolution. This would be the only official board meeting held by FTNO during Randolph's term as ED. He was aware that the board and Elliott were not happy with him in regards to his work at FTNO. In attendance for the meeting were Kennedy, Griggs, Elliott, and Randolph. The two newly elected board members Kieta Mutepfa and Gerrelda Davis were absent. Kennedy indicated she would record the meeting and Elliott would keep the minutes. The board members present voted to add the two new members to the FTNO board, Mutepfa and Davis. According to Randolph, by doing this Kennedy and Griggs triggered their immediate removal from the board and he expressed that to those present. In order to be re-elected to the board, the new board members Mutepfa and Davis needed to be notified of the intent of Kennedy and Griggs to be re-elected. Randolph added that new members Mutepfa and Davis were interviewed by Elliott prior to being approved for election to the FTNO board. The meeting was described by Randolph as being "contentious" based upon new board members being elected, and the duplicate bank account discovery and closure.

In August 2022, Randolph was notified via email of his termination as ED for FTNO by Kennedy. He also received a separation agreement that he was supposed to sign. If he would execute the agreement, Randolph would receive another \$5,000 in November 2022. The termination did not mention any reason or cause for the termination of employment. Randolph is unable to get into his FTNO email or other business applications. Randolph believes Breithaupt had some doing in locking or attempting to delete his FTNO email account. As of this date Randolph has not agreed to the terms of the separation agreement.

MEMORANDUM OF INTERVIEW

On 09/02/2022, Investigator Troy Chenevert, City of New Orleans Office of Inspector General (OIG) and Chief of Investigations Michael Centola interviewed Shaun Randolph, Executive Director (ED) of Forward Together New Orleans (FTNO) over the telephone at number (908) [REDACTED]. After being advised of the interviewers' identities and the nature of the interview, the following was provided by Randolph:

Randolph was asked if he had any knowledge of the misspending of City of New Orleans (City) monies by FTNO. Randolph replied that the only issue he was aware of involved the marketing and public relations work by Last Word Strategies and the owner Kristine Breithaupt. Randolph recalled being introduced to Breithaupt by Trent Butler. Breithaupt, according to Butler, handled public relations for FTNO. At the first meeting between Breithaupt and Randolph, she gave a "sales pitch" for a bigger budget and the need to raise the FTNO brand. Randolph began a review of Breithaupt's work and invoices submitted to FTNO. He noted this was not a normal business relationship. He found only a few social media posts and press releases completed by Breithaupt. Randolph found in the QuickBooks ledger payments for \$2,000 to \$3,000 each month to Breithaupt for what he described as "very little work." He became aware that Breithaupt handled marketing related work for Mayor LaToya Cantrell's political campaign.

Randolph was looking at cutting expenses or eliminating items in the FTNO budget. He asked Breithaupt for a report or any results study of the work performed by her for FTNO. This request appeared to offend Breithaupt and Randolph had to talk her down and relay his plan to get expenses in line for the nonprofit. The work provided to FTNO by Breithaupt included maintaining a database with addresses for FTNO related press releases to be sent. This database cost several hundreds of dollars and was owned by FTNO. Randolph requested a new business proposal from Breithaupt for an amount between \$600 and \$800 each month. Breithaupt was not too happy with the new budget amount proposed by Randolph. It was after further investigation into FTNO's public relations budget Randolph discovered the \$2,000 to \$3,000 paid monthly to Breithaupt was mainly for press releases and had very little impact or identifiable results promoting FTNO. His feeling was this arrangement with Breithaupt was facilitated by Josh Cox. (OIG Note: Cox was a Senior Advisor and Director of Strategic Initiatives for Mayor Latoya Cantrell until his resignation in May 2022.)

In February or March 2022, Cox reached out to Randolph and requested information for the Kellogg's grant report. Randolph pulled information from QuickBooks and other grant documents needed by Cox to draft the report. This was the point in time where Randolph learned Cox adjusted the original grant application to include Breithaupt's services. The \$50,000 budget was written into the grant for Breithaupt after it was awarded. Cox was the Director of Special Projects at this time for the City and oversaw the grant from Kellogg's. Randolph indicated this arrangement did not sit well with him based on the amount of work performed for payment by Breithaupt and the adjustment to the grant was made post award.

In May or June of 2022, Randolph became more comfortable in implementing his changes to the FTNO's marketing budget amount. His plan was to better allocate program money for related expenses. This is when Randolph discovered none of the work being performed by Breithaupt was going to support

the project or program the Kellogg grant was funding. He based this opinion on his reading of programs offered by the City for gun violence prevention and what FTNO was addressing. Randolph described the Kellogg grant as "data centric" and being worked together with Tulane University. The Kellogg grant application was prepared by Cox and it was worked in collaboration between FTNO and the City.

According to Randolph, Maggie Carroll was a primary signatory on the FTNO bank account and received emails from the bank regarding the account. (OIG Note: Maggie Carroll was Mayor Cantrell's campaign manager.) Randolph did not know why Carroll was still on the account and received emails from the bank. He did recall seeing many Trent Butler emails that had Carroll as a carbon copy on them. Mayor Cantrell would rely on Carroll and Cox to provide updates to her about FTNO activities. Randolph began to question himself about whether FTNO could exercise its independence when so many political people are tied to the nonprofit.

Cox was the one-time Director of Gun Prevention for the City and was very vocal during Randolph's interview for the ED position of FTNO. Randolph again recounted Cox was the main reason for him initially withdrawing from the job. His biggest concerns with FTNO dealt with its lack of independence and that many of the interviewers were City employees. Randolph understood that Cox is an attorney and was "very careful" with his communications. Cox made phone calls mostly instead of sending emails. Cox's reasoning generally focused on the active local press and possibly ruining a good program for the residents by misunderstanding what is being discussed in an email.

Cox exerted a lot of influence over FTNO. Randolph called that "semi-appropriate" since Cox was the point of contact on most programs administered by FTNO. One program at FTNO, the Jump Start Program, assisted youths involved in the juvenile justice system. The program participants received training, mentorship, social services support, and a monthly stipend from the grant. Gracefully Mindful Wellness Institute (GMWI) was a contractor performing services and receiving payment from the grant. GMWI seemed to have trouble getting invoices into FTNO for services on a timely basis which caused them to experience cash flow problems. Randolph was trying to get all FTNO payments made electronically to alleviate some of these issues. GMWI reached out directly to Cox for assistance with getting paid from FTNO. Cox called Randolph and asked if he could just write a check to GMWI. Randolph was not a signatory on the account and could not sign FTNO checks. Randolph was under the belief that other people had FTNO checks in their possession. Randolph had FTNO checks, Butler had checks which were returned upon his departure, and Maggie Carroll is alleged to have had FTNO checks. People would try to go over Randolph's head directly to Cox. There were other instances where Cox contacted Randolph about FTNO matters and Randolph refused to comply with Cox's directives.

Silas Lee was a board member of FTNO described by Randolph as the least active and usually absent. In at least two emails with Randolph, Lee expressed he was no longer interested in serving on the board and was looking to resign. Lee appeared to be separate and independent. Randolph recently noticed some possible computer intrusion activity into his google account at FTNO. Based upon what he saw, it appears the access was attempted by Lee's email account.

Trent Butler was with FTNO before Randolph joined as the ED. He was a wealth of information on FTNO and knew the history. Any influence from the City to FTNO went through Butler. Randolph did not know if that was due to Butler's "friendliness" or his being "naive." As mentioned in a previous interview by Randolph, Butler was involved in campus outreach to students at Xavier for Mayor Cantrell's political campaign. Randolph gleaned from his conversations with Butler that Butler would

sometimes sign credit card receipts and checks for FTNO so people could get paid when Dr. Eric Griggs was out of town. However, Butler was not a signatory on the FTNO checking account.

Randolph estimated having a total of three emails with Cantrell. He stated this was done by design. The intent was to be clear that the ED of FTNO was not under Mayor Cantrell's direction. He listed the three emails as being a vision for FTNO, a quarterly update, and the recent email regarding his ongoing personnel matter with the board.

Dr. Eric Griggs was described by Randolph as the "lead" in his difficulties with FTNO. Randolph repeated the issue with the duplicate bank account and the fact that Griggs just wanted to be left alone. Griggs never had any conversations with Randolph about needing to get in line or anything relating to that subject. Randolph noted after the July 2022 board resolution and changes, someone not associated with FTNO, accessed the bank account and made a payment of \$5,000 to Teeter Legal, LLC in August 2022. Randolph believes that Griggs is the one who initiated this transaction.

Randolph denied any familiarity with Christopher Wolff or Frances Fayard. Randolph was familiar with Emily Wolff. He did not have any direct communications or interactions with her. Randolph is aware that Emily Wolff and Cox have a relationship and child together. He noted seeing Wolff on Zoom calls he had with Cox. Wolff is with the Mayor's Office of Youth and Families and oversees the uniform basic income (UBI) pilot. Randolph said he may have been on one or two group emails with Clifton Davis. He did not have any direct communication with Davis. Randolph noted that Cantrell added Davis to the email response she sent to Randolph's email regarding the situation at FTNO.

Dr. Kathleen Kennedy was a board member that disappointed Randolph the most. In their conversations, Kennedy seemed onboard with Randolph and his vision for FTNO. She was open to hearing about all the issues Randolph found and then began saying she was too old for this and needed to get off the board. Kennedy signed the documents Randolph needed to correct the by-laws and board member issues. Eventually, Liana Elliott got in Kennedy's ear and Kennedy began to lead the charge against Randolph.

Elliott was described by Randolph as having the least right to be disruptive with his work at FTNO. Elliott is essentially the "puppet master" and carries a great deal of influence over the FTNO board. During meetings, Randolph would lay out a clear path for FTNO to take and Elliott would have an opposite position and the board would follow her. Randolph believes his employment termination would not have been initiated by the board unless Elliott pushed the idea.

Some of the issues with Elliott discovered by Randolph include her voting in past board meetings and mentioning to Randolph in an email the board wants her to vote. After Cox left his position with the City, Elliott filled his shoes in regards to FTNO. Elliott began mentioning a new way to allocate money from the gun violence prevention grant. Randolph stated this would scrap the plan FTNO presented in order to obtain the grant. Randolph indicated a modification to the contract with the City would be required. Elliott is operating as if the money is under her purview and she can allocate it as she sees fit.

Randolph stated the only person above Elliott at the City is Mayor Cantrell. Elliott has worked her way up in City government. Randolph does not recall any statements from Elliott spelling out any position or stance Mayor Cantrell wanted addressed by FTNO. Randolph is aware that Elliott's husband

works with Griggs and may be in a position senior to Griggs. This may explain how Elliott has so much influence over the FTNO board.

Randolph recalled attending a meeting with Elliott and Kennedy at Xavier University. It was around the time an article came out mentioning the City Council's desire to have FTNO investigated. Randolph described Elliott as having a "breakdown" about the OIG obtaining her laptop and cell phone. Randolph said Elliott looked nervous and panicked about the situation. Randolph began thinking to himself why would the FTNO board be taking advice from Elliott if she's under OIG investigation.

It wasn't until April 2022 when Randolph learned that was the first time FTNO received City monies for grants. This came about from a conversation with Cox. He told Randolph about the plan to move a gun violence prevention grant from the Urban League to FTNO. Randolph initially felt good about this and thought maybe people believed in him as the ED. Then when he read articles in the paper about FTNO and the Wisner Trust issues, he thought he was being used for political reasons. Randolph contends that by having FTNO administer the distribution of these funds leads to less City Council oversight.

Randolph is not entirely sure why the change from Urban League to FTNO occurred. FTNO was still out trying to get philanthropic donations in addition to public money. Elliott facilitated Randolph's introduction to the Rosa Mary Foundation. It appears they contacted Elliott directly and she connected Randolph with them. Cox was vocal about obtaining future dollars for FTNO.

Home » Mayor's Office » Topics » Wisner Donation Grant

OFFICE OF THE MAYOR

HOME SERVICES PROGRAMS ▼ TOPICS ▼ NEWS ▼ CONTACT

Wisner Donation Grant

The Edward Wisner Donation was created from the estate of Edward Wisner to the City of New Orleans as a 100 year charitable trust in 1914. According to the original donation, the Wisner Donation must support local needs in the areas of beautification, education, recreation or human services.

Today, the Wisner Donation offers public and non-profit organizations an opportunity to submit a funding request through a competitive selection process.

Applications

A Wisner grant proposal will include the following components:

- Cover Letter
- Section 1: Proposal Narrative
- Section 2: Organizational Profile
- Section 3: List of Board Members/Key Officers
- Section 4: Key Contact Information for the Organization
- Section 5: Leadership
- Section 6: Other Sources of Funding

Proposal Guidelines can be found here: [Grant Proposal Instructions](#)

Proposals should include information about the organization; details on specific programs grants would fund, a requested dollar amount, and an explanation of how the project would benefit the public.

Any non-profit organization operating within the City of New Orleans must have an **Occupational License**. If your organization does not have an Occupational License, please visit the Bureau of Revenue (Room 1W15 in City Hall). Occupational Licenses will be issued at no charge for all qualifying non-profits.

Grantees will be required to enter into a Cooperative Endeavor Agreement with the City of New Orleans and to provide documentation including:

- Occupational License
- An approved Tax Clearance Authorization
- Board Resolution
- [Confirmation of Good Standing from the Louisiana Secretary of State](#)
- Certificate of Liability Insurance noting the City of New Orleans as additionally Insured
- Hiring Affidavit stating non-discrimination in hiring practices (Ban the Box)

We encourage submitting these documents **with your application**.

Deadline

Application deadline will be posted here, when the next funding opportunity becomes available. Check this page regularly for updates on funding availability.

For more information contact wisner@nola.gov.

Submit your proposal online

[Organization Information](#)

On this page

[Applications](#)

[Deadline](#)

[Submit your proposal online](#)

[Back to top](#)

Organization Information

Name of Organization (required)

Street Address (required)

City, State ZIP (required)

Grant Proposal Summary

Supports Areas of Need (required)

- ☐ Beautification
- ☐ Education
- ☐ Human Services
- ☐ Recreation

Amount Requested (required)

e.g. \$10,000.00

Project Budget (required)

e.g. \$10,000.00

Organization Budget (required)

e.g. \$10,000.00

Summary description of the project for which grant funding is requested (required)

250 words or less

Cooperative Endeavor Agreement documentation

Occupational License (required)

Choose File

No file chosen

Approved Tax Clearance Authorization (required)

Choose File

No file chosen

Corporate Resolution (required)

Choose File

No file chosen

Confirmation of Good Standing from Secretary of State (required)

Choose File

No file chosen

Cover Letter

Cover Letter (required)

The proposal should include a brief cover letter by the chief executive officer or other authorized officer of the applying organization. The cover letter should include the applying organization's mission statement and grant amount requested.

Choose File

No file chosen

Section 1: Proposal Narrative

Proposal Narrative (required)

If requested funding will be allocated to a specific project, proposal should include:

1. Background/context on the work proposed.
2. Description of the project for which grant funding is requested.
3. An explanation of the proposed activities or what you propose to produce through the grant.
4. The results or goals you will achieve through the project including both the short-term and long-term public benefit of the project.
5. The indicators of success you intend to use to measure progress toward achieving the project's objectives.

If requested funding will be used as general or core support, the proposal narrative should include:

1. The key issues the organization is addressing.

- 2. The results or goals the organization is working to achieve including both the short-term and long-term ways in which funds will be used to benefit the public.
- 3. The indicators of success you intend to use to measure progress toward achieving the organization's objectives.

Please be concise.The selection committee strongly urges that your narrative be limited to one page.

Section 2: Organizational Profile

Organizational Profile (required)

The proposal should include a short description of the organization, including:

- 1. The legal name of the organization, as well as any other names used by the organization, including any acronyms (and/or fiscal agent information).
- 2. A copy of the organization's most recent IRS 501(c)(3) determination letter, if applicable.
- 3. The year the organization was founded.
- 4. The total amount of the organization's current annual budget and the percentage of funding that the Wisner grant would represent to the project and/or the organization as a whole.
- 5. The URL(s) for any websites maintained by the organization.

Most recent IRS 501(c)(3) determination letter

Choose File No file chosen

Section 3: List of Board Members / Key Officers

Board Members / Key Officers (required)

The proposal should include information about the organization's Board members, as well as the officer in charge and the chief financial officer for the organization, including, for each:

- 1. Full name.
- 2. Occupation, position, name of employer or primary affiliation.
- 3. City of residence.

Choose File No file chosen

Upload a pdf, Word, Excel, PowerPoint, or text file

Section 4: Key Contact Information for the Organization

Name of Executive Director (required)

Executive Director Phone (required)

() -

Executive Director Email (required)

Primary Contact Name (required)

The primary liaison responsible for submission of proposal narrative and financial reports to the Edward Wisner Donation.

Primary Contact Title (required)

Primary Contact Phone (required)

() -

Primary Contact Email (required)

Name of administrative or financial officer (required)

Administrative or financial officer Title (required)

Administrative or financial officer Phone (required)

() -

Administrative or financial officer Email (required)

Name, Title, Contact Information (required)

Staff member(s) who will direct proposed activities

Section 5: Leadership

Leadership (required)

The proposal should include information about the organization’s chief executive officer, and, if project support is requested, about the individual(s) who will lead the project, including their resume and, if applicable, a list of project advisory board members with names and affiliations.

Replace this text or upload as a file

Leadership (optional upload)

Choose File

No file chosen

Upload a pdf, Word, Excel, PowerPoint, or text file

Section 6: Other Sources of Project or General Support Funding

Other Sources (required)

Please list any other sources of project or general support funding for which applications have either been approved or are currently pending. If this question is not applicable, please indicate by submitting n/a for this section.

Submit

Last updated: 10/27/2022 2:42:17 PM

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Cash Ledger Payment 154284 1101102 CHK

Pay Group: 100 NOLA Pay Group

Payment Date: 05/19/2022

Payment Status: Issued- May 19, 2022

Cash Code: [REDACTED]

Transaction Number: [REDACTED]

Transaction Status: Payment Cycle Closed

Bank Transaction Code: CHK System Check

Transaction Identifier: [REDACTED]

Invoice Vendor: [REDACTED] FORWARD
TOGETHER NEW ORLEANS I

Invoice Currency: USD

Payment Currency: USD

Paid Vendor: [REDACTED] Forward Together
New Orleans

Paid Invoice Amount: 505,310.40

Payment Amount: 505,310.40

Applied Invoice Amount: 505,310.40

Related Invoices

Company	Vendor	Invoice Number	Suffix	Payment Sequence	Paid Invoice Amount	Payment Amount
100	[REDACTED]	2021WISNERJOB1FTNO		1	505,310.40	505,310.40

K22-355

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

FORWARD TOGETHER NEW ORLEANS

WISNER – EARN AND LEARN

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”) and Forward Together New Orleans, represented by Shaun Randolph, Executive Director (“**FTNO**” or the “**Contractor**”). The City and the Contractor may sometimes each be referred to as a “**Party**” and collectively referred to as the “**Parties**.” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, in or around August 1914, Edward Wisner made a donation of certain immovable property in the State of Louisiana (“**Wisner Donation**”), which property was put into a one hundred (100) year charitable trust of which the City is a beneficiary;

WHEREAS, the percentage of money received by the City annually from the Wisner Donation must be used by the City to support local needs in the areas of education, recreation, beautification, and human services;

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

WHEREAS, the Contractor is a 501(c)(3) non-profit corporation, which principal address is located at 5330 Magazine Street, New Orleans, LA 70118;

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 Parties agree and acknowledge that the City must receive a value at least commensurate with its respective commitments pursuant hereto; and

WHEREAS, the City and the Contractor desire to accomplish a valuable public purpose of supporting education and human services.

NOW THEREFORE, the City and the Contractor, 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 the Agreement through the City's Office of Workforce Development ("OWD");
2. Provide access to all City personnel and records deemed necessary to the performance of the services; and
3. Transfer funds to FTNO in the amount of **\$505,310.40**.

B. Obligations of the Contractor. The Contractor shall:

1. Use the funds provided pursuant to this Agreement to implement the Earn and Learn model in collaboration with OWD;
2. Serve as the fiscal administrator for this Agreement;
3. Administer, manage, and oversee all payroll and accounting functions for the Earn and Learn model by providing all accounting and financial services relative to salaries, benefits, fixed expenses, and variable expenses;
4. Retain **\$25,265.52** of the overall **\$505,310.40** transferred to FTNO as an administrative fee, provided, however, that the remaining balance totaling **\$480,044.88** will be expended for the Earn and Learn program;
5. Maintain records and data to document activity(ies) completed in conjunction with being the fiscal administrator and overseer of Earn and Learn model;
6. Maintain a strict accounting of all funds and provide the City with itemized statements each month, detailing all account activity for that period;
7. Provide a final report to the City at the termination or expiration of this Agreement, detailing the services accomplished with the use of funds received in connection with this Agreement, confirming that all funds were used for the intended purpose(s), and any providing any and all evaluation findings;
8. Submit the final report electronically to Bryon S. Cornelison (email bscornelison@nola.gov) and Sunae S. Villavaso (email sunae.villavaso@nola.gov) no later than thirty (30) days following the termination or expiration of this Agreement;
9. Timely comply with all reasonable requests by the City pertaining to this Agreement;
10. Before modifying the scope of services and/or deliverables contemplated in this Agreement, submit any proposed changes to the City in writing in advance of their implementation;
11. Obtain written approval from the City before implementing any changes and/or modifications to the scope of services and/or deliverables hereto;

12. Submit one invoice (unless agreed otherwise between the parties to this Agreement) to the City electronically, via the City's supplier portal, no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. At a minimum, each invoice must include, at a minimum, the following information:

- a. Name of Contractor;
- b. Date of Invoice;
- c. Invoice Number;
- d. Contract or Purchase Order Number issued by the City (*i.e.*, K#);
- e. Name of the City Department to be invoiced (*i.e.*, Office of Workforce Development);
- f. Description of the services completed and the individuals who performed the services; and
- g. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

13. Unless otherwise agreed to by the City, the payment terms are NET 30 days upon the Contractor's delivery and the City's acceptance of the services contemplated in this Agreement and/or upon the City's receipt of the properly submitted, complete, and accurate invoice via the City's supplier portal. The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

- a. The City's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; or (b) satisfactory performance of the services and conditions required by this Agreement;
- b. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
- c. The City may set off any amounts due to the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement;
- d. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City;
- e. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement; and

- f. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE II –FUNDING OR COMPENSATION

1 **Maximum Amount.** The maximum amount awarded by the City to the Contractor under this Agreement is \$505,310.40.

2 **Rate of Compensation.** The City will pay FTNO in one lump-sum payment (unless otherwise agreed to by the parties) in the amount of \$505,310.40. FTNO will retain \$25,265.52 of the overall \$505,310.40 transferred to FTNO as an administrative fee. FTNO will provide the City with itemized statements each month showing all pertinent activity relative to the compensation paid to FTNO, minus FTNO's administrative fee (*i.e.*, the remaining \$480,044.88).

3 **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 1 year 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.

C. **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 the termination at least 30 calendar days before the intended date of termination.

D. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. **Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE IV - INDEMNITY

A. **Duty to Indemnify the City.** To the fullest extent permitted by law, the Contractor will protect, defend, indemnify, and hold harmless the City, its agents, elected officials, and employees (collectively, the "Indemnified Parties") from and against all claims, demands, actions, liabilities,

losses (including, without limitation, economic losses), and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of this Agreement by the Contractor, its employees, or any subcontractor or (b) any act outside the scope of this Agreement by the Contractor, its employees, or any subcontractor.

B. Limit on Duty to Indemnify. Notwithstanding anything in this Agreement to the contrary, the Contractor is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that the Contractor or any subcontractor did not contribute to such gross negligence or willful misconduct.

C. Independent Duty to Defend. Notwithstanding anything in this Agreement to the contrary, the Contractor, at its option, will immediately defend the City from, or reimburse the City for the City's costs incurred in the defense of, any claim that actually or potentially falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if the Contractor is absolved of liability.

D. Expenses. The Contractor will bear all expenses, including without limitation reasonable attorney fees, of the City in enforcing the terms of this article.

ARTICLE V - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

a. Minimum Requirements:

- i. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or similar acceptable to the City, covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. Workers' Compensation:** as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- iii. Employee Dishonesty:** The Contractor shall maintain Employee Dishonesty coverage and, when applicable, Inside/Outside Money & Securities coverages for City property in the care, custody and control of the Contractor. Coverage limits shall not be less than **\$500,000**.

b. Other Insurance Provisions. The insurance policies are to contain, or be

endorsed to contain, the following provisions:

- i. Additional Insured Status. The Contractor will provide, and maintain current, a Certificate of Insurance naming The City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificateholder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112.

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

The Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein.

- ii. Primary Coverage. For any claims related to this contract, the Contractor’s 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 Contractor’s coverage.
- iii. 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 5 years after the termination of this Agreement.
- iv. 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.
- v. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 30 days.
- vi. 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.: FTNO Wisner CEA) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement; and
- b. Copies of all policies of insurance, including all policies, forms, and endorsements.

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

- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- 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; and
- c. 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.

D. Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE VI - 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. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE 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 as follows:

1. \$13.25 per hour for any work performed on or before December 31, 2022;
2. \$15.00 per hour for any work performed on or before December 31, 2023; and
3. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of

Workforce Development (the “OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (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. 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:

Mayor's Office
City of New Orleans
1300 Perdido Street, Suite 2E04
New Orleans, LA 70112

&

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

2. To the Contractor:

Forward Together New Orleans
Attn.: Shaun Randolph
5330 Magazine Street, New Orleans, LA 70118
New Orleans, LA 70119

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 Parties will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Parties to provide the Office of Inspector General with documents and information as requested pursuant to this Agreement. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Parties agree 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 any respective intentions 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's may accept the other employment.

G. Construction of Agreement. No one 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) they are registered and participate in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) they shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) they shall require all subcontractors to submit to the 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 acknowledge and agree to accept liability 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 each 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(s) 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: Exhibit "A".

L. Jurisdiction. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waive 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 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 Parties at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of a Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

R. **Order of Documents.** In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement.

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.** 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. The Contractor is required to provide the City with the Contractor's year-end report, which will become the property of the City upon submission.

U. **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".

V. **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 pursuant to this Agreement without regard to the Contractor's otherwise satisfactory performance of the Agreement.

W. 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.

X. 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.

Y. 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.

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 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 and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

Executed on this 18th of April, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Taylor

FORWARD TOGETHER NEW ORLEANS

BY: 

SHAUN RANDOLPH, EXECUTIVE DIRECTOR


FEDERAL TAX I.D.

[EXHIBIT "A" CONTAINED ON NEXT PAGE]

EXHIBIT "A"

Specific Use of Award Funds:

The funds will be utilized to partner with the City's Office of Workforce Development (the "OWD") to implement the first true "Earn and Learn" model under the City's Office of Workforce Development ("OWD").

OWD will utilize funds recently acquired from the USDOL in the form of a CAREER Dislocated Workers grant to train at least 100 participants in those priority industries identified in the City's Generational Economic Transitional Plan.

The Wisner funds will be used to pay said participants a "livable wage" stipend while the participants upskill and/or retrain in more resilient and sustainable industries. FTNO will serve as the fiscal administrator for the Wisner funds.

Participants will be paid \$12.00/hour for 30 hours/week for up to 12 weeks. All targeted trainings are 12 weeks or less. The objective is to provide participants with income while they train in industries that will provide them with family sustaining wages.

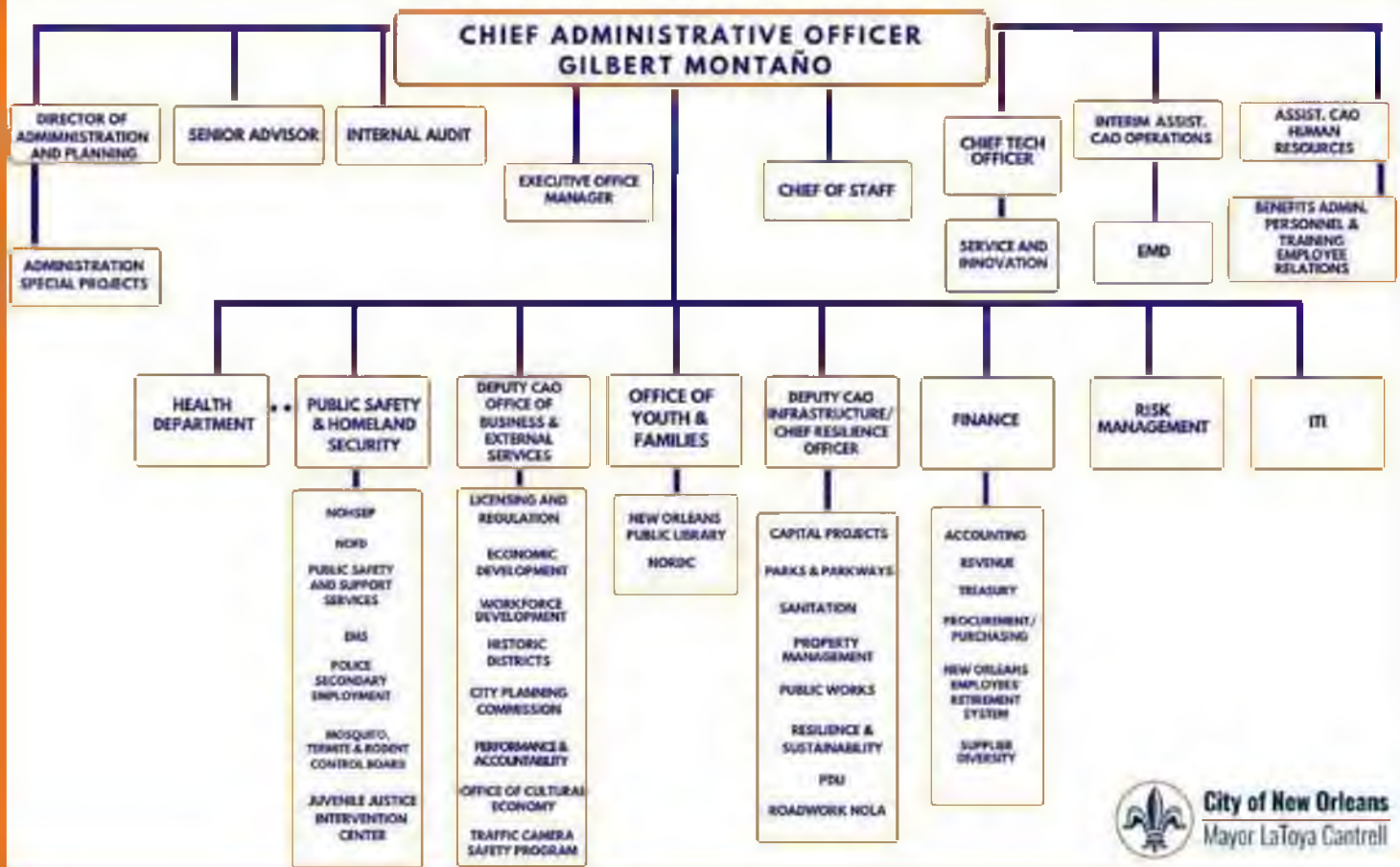
Expected Outcomes:

With the added support of a weekly stipend in addition to other wrap around services provided under the grant, the expectation is for 66% (federal grant performance outcome) of those participants enrolled in the program to graduate and connect to permanent employment in the industry of training.

[END OF AGREEMENT]

CHIEF ADMINISTRATIVE OFFICE

ORGANIZATIONAL CHART



Council to probe nonprofit's use of city funds

Cantrell shifts money to organization she created

BY BEN MYERS and JEFF ADELSON

Staff writers

Mayor LaToya Cantrell is shifting hundreds of thousands of dollars in city funds from a longtime city contractor to a nonprofit organization that she created after her first election, a move that has prompted the City Council to expand its scrutiny of Cantrell administration initiatives.

The nonprofit, called Forward Together New Orleans - The Mayor's Fund, will receive a lump sum of \$568,000 from the city's general fund and the Wisner land trust for gun violence prevention programs, according to an agreement that Cantrell signed on April 12.

Forward Together will replace the Urban League of Louisiana, which has served as the city's fiscal agent for gun violence programs for the last decade.

According to the new agreement, Forward Together is to use the money to employ staff members who respond to shooting victims and their families at University Medical Center and New Orleans East hospital, along with "other related human services."

► See **CANTRELL**, page 2B

CANTRELL

Continued from page 1B

Forward Together will retain an 8% administrative fee, or about \$45,000, according to the agreement. That represents savings of about \$23,000 from the Urban League fee, which is 12%.

The switch will occur before the end of the year, according to Josh Cox, director of the Office of Gun Violence Prevention. In addition to saving on the administrative fee, Cox said it's necessary because Forward Together is "much more flexible and nimble" when it comes to new programs.

An Urban League spokesperson said the administration informed the organization of the switch in December.

The agreement with Forward Together, which wasn't publicly announced, has drawn concern from City Council members, who questioned why the Cantrell administration is directing city funds to the nonprofit without agreed-upon benchmarks or other ways to evaluate how the money is spent.

On Monday, council members said they are planning to consider two resolutions related to Forward Together at their Wednesday meeting, which was initially called to investigate the now-aborted "smart city" program.

The smart city winning bidder, Smart+Connected NOLA, pulled its name from consideration Monday amid scrutiny

administration, Cox said. They are tasked with intervening in conflicts to prevent retaliatory violence, and their jobs require deep neighborhood relationships. He said third-party employment is necessary because some have felony records.

Cox defended the arrangement with the nonprofit, noting that similar "mayor's funds" exist in other cities. Cantrell created it as a vehicle to support city programming for future administrations as well, Cox said.

"This isn't just meant to be LaToya Cantrell's nonprofit. Forward Together New Orleans will be given to whoever the next mayor is," Cox said. "What's great about FTNO is that it's a nonprofit that is set up to be a partner with the government while having independent controls."

Cantrell incorporated Forward Together in 2018, after she was elected to her first term, and it was initially set up as part of the mayoral transition to formulate policy goals for her incoming administration. After her inauguration, the group "evolved into an effort to bridge the public and private sectors and address New Orleans' most pressing challenges," according to the Forward Together website.

The Internal Revenue Service designated Forward Together as a 501(c)(3) nonprofit in September 2019, with a Cantrell-aligned political action committee staffer listed as the contact. As a tax-exempt public charity, Forward Together is prohibited from political campaigning as an organization, but its directors may do so separately, according to IRS guidance.

of links between the consortium's companies, a consultant involved in the bid solicitation and city officials. But at-large council members Helena Moreno and JP Morrell said they are still planning to push forward with the investigation.

Of the two resolutions related to Forward Together New Orleans, one will request that the New Orleans Office of Inspector General investigate all money awarded to nongovernmental agencies, and specifically the Smart+Connected NOLA proposal and Forward Together agreements, according to a draft copy of the resolution. Another resolution seeks to bar the mayor from distributing any funds from the Wisner Trust until an ongoing court case between the administration and the council is resolved.

"We really believe that somebody needs to look at this, and see if this was done properly. And is it being done for a legitimate purpose?" said Morrell, who authored one of the resolutions. "There's no real benchmarks that Forward New Orleans has to meet that are quantifiable in exchange for having the money."

The Forward Together New Orleans agreement does not specify the number of employees or the specific tasks they will perform, but Cox said the same 16 employees who are currently paid by the Urban League will switch over to Forward Together and perform the same tasks.

The employees are recruited and supervised by the

Two physicians, Eric Griggs and Kathleen Kennedy, head up a Forward Together board that now includes political strategist Silas Lee and Cantrell's deputy chief of staff, Liana Elliot, who is designated as a "board liaison" on the Forward Together website.

Forward Together claims to have provided \$3.2 million in direct aid through programs focused on rental assistance, Hurricane Ida relief and immigrant assistance, among other initiatives. Although it is required to publicly disclose tax filings, none is available on the IRS's website.

The Forward Together executive director, Shaun Randolph, was hired in January 2019 after a yearlong fellowship with the city's Office of Economic Development. In a hiring announcement, the nonprofit described Randolph as a "serial entrepreneur" who is "dedicated to harnessing profit-driven concepts from the private sector and retooling them into vehicles for social change and impact."

Randolph said he was not aware that his group had been tapped to replace the Urban League, although he signed the recent agreement.

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May 18, 2022

[REDACTED]
[REDACTED]
City of New Orleans
1300 Perdido Street,
New Orleans, LA 70112

Re: Request for Documents

Dear Ms. [REDACTED]:

This correspondence is part of an ongoing investigation, examination, audit, inspection, or performance review and is exempt from the Public Records Act until the investigation, examination, audit, inspection, or performance review is complete. See La. R.S. 33:9614 and La. R.S. 44:4.1(B)(18). Please notify this office immediately should you receive a Public Records Request which includes this correspondence.

We request your cooperation and assistance, pursuant to City Code Sec. 2-1120 and La. R.S. 33:9613, in providing this office with the following documents and information in the possession, custody, or control of the City of New Orleans or any department, agency, board, commission, or public benefit corporation thereof:

1. Any and all virtual drives, backup files, local drives, desktop files, and entire ".pst" file, including deleted emails for the employees listed in **Table 1**.

Table 1: Listing of City Employees

City Employee	Employee ID #
Liana Elliott	[REDACTED]
Emily Wolff	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

2. All City computers assigned to the employees listed in **Table 1** above.
3. All City tablets assigned to the employees listed in **Table 1** above.
4. All City cellular phones assigned to the employee listed in **Table 1** above along with the PIN assigned to the employee for their cellular phone.
5. Any phones issued and used by said employees within the past 2 years.

It is requested that the computer devices and cellular phones issued by the City to these employees be provided to the OIG upon receipt of this letter. The OIG will process these pieces of equipment and return them once the tasks are completed.

We request that the documents requested be provided electronically on or before June 1, 2022. Please contact [REDACTED] or via email at [REDACTED][nolaogov](mailto:[REDACTED]@nolaogov) when the requested documents are ready or if you have any questions. I can be reached at [REDACTED] or via email at [REDACTED][nolaogov](mailto:[REDACTED]@nolaogov). Thank you for your cooperation and assistance with this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Michel".

Edward Michel, CIG
Inspector General
City of New Orleans

cc: Gilbert Montano, Chief Administrative Office
Donesia D. Turner, City Attorney

From: LaToya Cantrell
Sent: Thursday, February 4, 2021 12:52 PM
To: Alana R. Harris; Lisa D. Alexis; John D. Pourciau; Liana Elliott
Cc: Bryon Cornelison; LaTonya Norton; Michael G. Tidwell; Catrina M. Simmons
Subject: Re: Black Masking Mardi Gras Indians support of Mayor Cantrell

Categories: Yellow category

Ok thank you.

Mayor LaToya Cantrell

City of New Orleans

1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Tel: 504. [REDACTED] | Email: [REDACTED]

Website: www.nola.gov

Social Media: [Facebook](#) | [Twitter](#) | [Instagram](#)

From: Alana R. Harris <[REDACTED]@nola.gov>
Sent: Thursday, February 4, 2021 12:41 PM
To: LaToya Cantrell <[REDACTED]>; Lisa D. Alexis <[REDACTED]>; John D. Pourciau <[REDACTED]>; Liana Elliott <[REDACTED]>
Cc: Bryon Cornelison <[REDACTED]>; LaTonya Norton <[REDACTED]>; Michael G. Tidwell <[REDACTED]>
Subject: Re: Black Masking Mardi Gras Indians support of Mayor Cantrell

Chief Fiyo who holds Downtown Super Sunday has requested a pre chat or call with the Mayor if possible . Chief Fiyo [REDACTED]. I did set the expectation that it maybe a Senior Staff Official if Mayor has tight schedule.

Thank you

Get [Outlook for iOS](#)

From: LaToya Cantrell <[REDACTED]>
Sent: Thursday, February 4, 2021 12:17:18 PM
To: Alana R. Harris <[REDACTED]>; Lisa D. Alexis <[REDACTED]>; John D. Pourciau <[REDACTED]>; Liana Elliott <[REDACTED]>
Cc: Bryon Cornelison <[REDACTED]>; LaTonya Norton <[REDACTED]>; Michael G. Tidwell <[REDACTED]>
Subject: Re: Black Masking Mardi Gras Indians support of Mayor Cantrell

Ok, I am copying Beau and LaTonya to follow up. Thank you Alana!

LaToya

Mayor LaToya Cantrell

City of New Orleans

1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Tel: 504. [REDACTED] | Email: [REDACTED]

Website: www.nola.gov

Social Media: [Facebook](#) | [Twitter](#) | [Instagram](#)

From: Alana R. Harris <[REDACTED]>
Sent: Thursday, February 4, 2021 12:12 PM
To: Lisa D. Alexis <[REDACTED]>; LaToya Cantrell <[REDACTED]>; John D. Pourciau <[REDACTED]>; Liana Elliott <[REDACTED]>
Cc: Bryon Cornelison <[REDACTED]>
Subject: Re: Black Masking Mardi Gras Indians support of Mayor Cantrell

Yess Big Chief Bo Dollis said they will stand with you

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From: Lisa D. Alexis <[REDACTED]>
Sent: Thursday, February 4, 2021 11:53:15 AM
To: LaToya Cantrell <[REDACTED]>; John D. Pourciau <[REDACTED]>; Liana Elliott <[REDACTED]>
Cc: Alana R. Harris <[REDACTED]>; Bryon Cornelison <[REDACTED]>
Subject: Re: Black Masking Mardi Gras Indians support of Mayor Cantrell

Yes, they communicated that exactly to me.
Lisa

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From: LaToya Cantrell <[REDACTED]>
Sent: Thursday, February 4, 2021 11:51:34 AM
To: Lisa D. Alexis <[REDACTED]>; John D. Pourciau <[REDACTED]>; Liana Elliott <[REDACTED]>
Cc: Alana R. Harris <[REDACTED]>; Bryon Cornelison <[REDACTED]>
Subject: Re: Black Masking Mardi Gras Indians support of Mayor Cantrell

Will they stand in a press conference with me?

Mayor LaToya Cantrell

City of New Orleans

1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

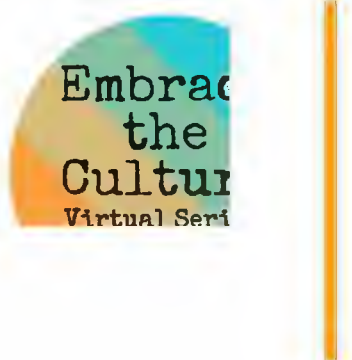
Tel: 504. [REDACTED] | Email: [REDACTED]

Website: www.nola.gov

From: Lisa D. Alexis <[REDACTED]>
Sent: Thursday, February 4, 2021 10:41 AM
To: John D. Pourciau <[REDACTED]>; Liana Elliott <[REDACTED]>
Cc: LaToya Cantrell <[REDACTED]>; Alana R. Harris <[REDACTED]>; Bryon Cornelison
<[REDACTED]>
Subject: Black Masking Mardi Gras Indians support of Mayor Cantrell

Good Morning,
I've spoken to [REDACTED] and [REDACTED] and they have assured that the Mardi Gras Indian Council and their tribes stand in support of Mayor Cantrell and the City of New Orleans' safety and has advised not to mask for Mardi Gras. Continued communication will take place to encourage this stand. Alana and I will be personally reaching out to other Elder Big Chiefs in support.

*Best and Embrace the Culture,
Lisa D. Alexis, Director
Mayor's Office of Cultural Economy*



[Gallier Hall | 545 St. Charles Avenue](#)
[New Orleans | LA | 70130](#)
O: 504-[REDACTED]
Email: [REDACTED]
nola.gov/cultural-economy
Follow us on Social Media:
<https://linktr.ee/embracetheculture>

From: Alana R. Harris <[REDACTED]>
Sent: Tuesday, February 9, 2021 4:31 PM
To: LaToya Cantrell <[REDACTED]>; Trent Butler <[REDACTED]>
Cc: Justin L. Boone <[REDACTED]>; Julius Feltus <[REDACTED]>; Bryon Cornelison <[REDACTED]>
Subject: Re: Framed Proclamations for Chiefs

Trent call me please 504 [REDACTED]

Get [Outlook for iOS](#)

From: LaToya Cantrell <[REDACTED]>
Sent: Tuesday, February 9, 2021 2:55:07 PM
To: Trent Butler <[REDACTED]>; Alana R. Harris <[REDACTED]>
Cc: Justin L. Boone <[REDACTED]>; Julius Feltus <[REDACTED]>; Bryon Cornelison <[REDACTED]>
Subject: Re: Framed Proclamations for Chiefs

OMG!!!!!!! Thank you so much Trent!!!! You are the MAN!

Mayor LaToya Cantrell

City of New Orleans

1300 Perdido Street | Suite 2E04 | New Orleans, LA 70112

Tel: [REDACTED] | Email: [REDACTED]

Website: www.nola.gov

Social Media: [Facebook](#) | [Twitter](#) | [Instagram](#)

From: Trent Butler <[REDACTED]>
Sent: Tuesday, February 9, 2021 2:48 PM
To: Alana R. Harris <[REDACTED]>
Cc: LaToya Cantrell <[REDACTED]>; Justin L. Boone <[REDACTED]>; Julius Feltus <[REDACTED]>; Bryon Cornelison <[REDACTED]>
Subject: Re: Framed Proclamations for Chiefs

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt please forward this message to phishing@nola.gov

Good afternoon all,

Just wanted to let everyone know that the FTNO board has officially approved the Big Chief proposal and I will deliver the checks to Justin at Gallier Hall at 3:15 pm.

Best,
Trent

On Tue, Feb 9, 2021 at 9:50 AM Alana R. Harris <[REDACTED]> wrote:

Good Morning Everyone,

Julius , Justin and Trent

I can provide you all of the names of the Big Chiefs standing with Mayor Cantrell today. Spellings and Titles. Will loop Mayor out.

Thank you

Get [Outlook for iOS](#)

From: Alana R. Harris <[REDACTED]>

Sent: Monday, February 8, 2021 10:29:28 PM

To: LaToya Cantrell <[REDACTED]>; Justin L. Boone <[REDACTED]>; Julius Feltus <[REDACTED]>; Bryon Cornelison <[REDACTED]>; Trent Butler <[REDACTED]>

Subject: Re: Framed Proclamations for Chiefs

Thank You Madame Mayor! I know they will appreciate this so much!

Get [Outlook for iOS](#)

From: LaToya Cantrell <[REDACTED]>

Sent: Monday, February 8, 2021 9:44:55 PM

To: Justin L. Boone <[REDACTED]>; Julius Feltus <[REDACTED]>; Bryon Cornelison <[REDACTED]>; Alana R. Harris <[REDACTED]>; Trent Butler <[REDACTED]>

Subject: Framed Proclamations for Chiefs

I know it's last minute, but I would like to have framed profs for each Chief for their leadership, perseverance demonstrated through pandemic. Thank y'all in advance and let me know how I can help.

Trent do we have some ftno checks we can cut for support \$500 each. No pressure just let me know. It can be housing expense.

LaToya

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FORWARD TOGETHER NEW ORLEANS
NEW ORLEANS, LA 70112-1000
DATE 2/9/2021
LIBERTY BANK
Pay to the order of Donald Melanson \$ 500.00
Five hundred and 00/100
LIBERTY BANK
#5591 02/11/2021 \$500.00

FORWARD TOGETHER NEW ORLEANS
NEW ORLEANS, LA 70112-1000
DATE 2/9/2021
LIBERTY BANK
Pay to the order of Donald Miller \$ 500.00
Five hundred and 00/100
LIBERTY BANK
#5592 02/11/2021 \$500.00

FORWARD TOGETHER NEW ORLEANS
NEW ORLEANS, LA 70112-1000
DATE 2/10/2021
LIBERTY BANK
Pay to the order of Mark Sanderson \$ 500.00
Five hundred and 00/100
LIBERTY BANK
#5593 02/18/2021 \$500.00

FORWARD TOGETHER NEW ORLEANS
NEW ORLEANS, LA 70112-1000
DATE 2/10/2021
LIBERTY BANK
Pay to the order of Donna Prince \$ 500.00
Five hundred and 00/100
LIBERTY BANK
#5594 02/12/2021 \$500.00

FORWARD TOGETHER NEW ORLEANS
NEW ORLEANS, LA 70112-1000
DATE 2/9/2021
LIBERTY BANK
Pay to the order of Wendy Miller \$ 500.00
Five hundred and 00/100
LIBERTY BANK
#5587 02/11/2021 \$500.00

FORWARD TOGETHER NEW ORLEANS
NEW ORLEANS, LA 70112-1000
DATE 02/16/2021
LIBERTY BANK
Pay to the order of Tyler Carter \$ 500.00
Five hundred and 00/100
LIBERTY BANK
#5588 02/16/2021 \$500.00

FORWARD TOGETHER NEW ORLEANS
NEW ORLEANS, LA 70112-1000
DATE 2/9/2021
LIBERTY BANK
Pay to the order of Bo Nellis Jr. \$ 500.00
Five hundred and 00/100
LIBERTY BANK
#5589 02/26/2021 \$500.00

FORWARD TOGETHER NEW ORLEANS
NEW ORLEANS, LA 70112-1000
DATE 2/9/2021
LIBERTY BANK
Pay to the order of Olivia DeJean \$ 500.00
Five hundred and 00/100
LIBERTY BANK
#5590 02/11/2021 \$500.00



Mayor LaToya Cantrell ✓

February 9, 2021

Today I was joined by many of the Big Chiefs from our Mardi Gras Indians to stand together in solidarity and acknowledge that this Carnival season will be different. We appreciate them understanding that the rituals that define this season for them and for all of us will be different, and we are going to err on the side of caution and safety. We hope that Carnival 2022 will make up for the lost time. #nola #maskup



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NUMBER: 22-9454

DIVISION "D"

FORWARD TOGETHER NEW ORLEANS, INC.

VERSUS

SHAUN RANDOLPH

FILED: _____

DEPUTY CLERK

AFFIDAVIT OF DR. KATHLEEN KENNEDY

STATE OF CALIFORNIA

PARISH OF ST. PASCAGO

BEFORE ME, the undersigned Notary Public, personally came and appeared:

DR. KATHLEEN KENNEDY

who, after being first duly sworn by me, did depose and state:

1. I am a competent person of the full age of majority domiciled in the State of Louisiana.
The following statements are based on my personal knowledge.
2. Forward Together New Orleans, Inc. ("FTNO") is a Louisiana nonprofit corporation with its principal place of business in Orleans Parish. I am the chair of the board of FTNO.
3. Shaun Randolph is an individual of full age of majority and a resident of Orleans Parish, Louisiana.
4. FTNO was formed as a Louisiana nonprofit corporation on January 20, 2018. FTNO's mission is to move the city forward in an intentional way, focusing on its people, their goals, needs, and aspirations. FTNO is designed to follow each mayoral administration and assist in forging partnerships between community organizations and both business and philanthropic sectors.
5. In furtherance of its mission, FTNO entered into a series of cooperative endeavor agreements with the City of New Orleans whereby FTNO would serve as the fiscal agent of certain city programs. In furtherance of these programs, certain city funds were transferred to FTNO.

6. Pursuant to Article VI of FTNO's Articles of Association and By-Laws (the "Bylaws"), a copy of which is attached to the Verified Petition as Exhibit 1, I serve as the chair of FTNO's Board of Directors, and Dr. Silas Lee and Dr. Eric Griggs serve as the remaining members of the Board of Directors.
7. FTNO hired Defendant Shaun Randolph ("Randolph") to serve as its executive director on or about October 15, 2021. A copy of Randolph's signed offer letter is attached to the Verified Petition as Exhibit 2.
8. During his employment as executive director, Randolph undertook a series of unauthorized activities, including retention of an attorney to act on his behalf, and levied unsubstantiated accusations of fiscal mismanagement against the members of the FTNO Board of Directors.
9. Randolph further attempted to orchestrate a revision to the bylaws of FTNO and the installation of a new Board of Directors. These actions were not taken in accordance with the terms of the Bylaws and are, therefore, without legal effect.
10. Upon information and belief, Randolph undertook this course of conduct in an effort to wrest control of the organization from the current Board of Directors.
11. Pursuant to Article XII, Section 2 of the Bylaws, they may "be altered, amended, or repealed by two-thirds vote of the members of the Board of Directors present at a meeting held for this purpose." Exhibit 1, Article XII, Section 2. Pursuant to Article VII, Section 7 of the Bylaws, such a special meeting of the Board of Directors must be "preceded by at least 2 days notice to each director of the date, time, and place, but not the purpose, of the meeting." Exhibit 1, Article VII, Section 7. Pursuant to Article VII, Section 8(b) of the Bylaws, an act of the Board is defined as "the act of the majority of the directors present at a meeting at which a quorum is present." Exhibit 1, Article VII, Section 8(b). Pursuant to Section VII, Article 8(a), a quorum of the Board is defined a majority of the directors in office immediately before a meeting. Exhibit 1, Section VII, Article 8(a).
12. Although the Board of Directors, at Randolph's insistence, attempted to enact a revised set of bylaws on June 3, 2022, this putative action was undertaken without a specially

noticed meeting, as required by Article XII, Section 2 of the Bylaws. Accordingly, this putative action is without legal effect, and the original Bylaws remain in force. A copy of the putative revised bylaws dated June 3, 2022 (the "Putative Revised Bylaws") is attached to the Verified Petition as Exhibit 3.

13. Subsequently, on July 10, 2022, Randolph presented to the board a resolution to elect Keta Muteffa and Gerelda Davis to the FTNO Board of Directors. A copy of this putative resolution (the "Putative July 10 Resolution") is attached to the Verified Petition as Exhibit 4. Though the Putative July 10 Resolution was signed by two of the three members of the Board of Directors, this ostensible action was taken without a duly noticed meeting of the Board of Directors and is, therefore, without legal effect per the terms of the Bylaws. Assuming, in the alternative, that the Putative Revised Bylaws were in effect, this action was likewise without effect, as these bylaws only allow for action without a meeting upon unanimous consent of all members of the Board of Directors, which was not obtained. Exhibit 3 to the Verified Petition, Article VI, Section 8.
14. Apparently aware that the Putative July 10 Resolution was ineffective, Randolph attempted to have the Board ratify this action at a July 28, 2022 meeting of the Board of Directors. This meeting was, however, held without the notice required by Article VII, Section 7 of the Bylaws; accordingly, any action taken at this meeting was without legal effect. Assuming, in the alternative, that the Putative Revised Bylaws were in effect, these bylaws likewise require at least two days' notice of a special meeting, which must indicated the date, time, place, and purpose of such a meeting. Exhibit 3 to the Verified Petition, Article VI, Section 6(b). Accordingly, under either set of bylaws, any action taken at the July 28, 2022 meeting of the Board of Directors was without legal effect.
15. In light of Randolph's machinations, FTNO terminated his employment as executive director with immediate effect via email dated August 17, 2022. A copy of this email correspondence is attached to the Verified Petition as Exhibit 5.
16. In response to his lawful termination, Randolph lodged false accusations of fiscal mismanagement and other impropriety with the New Orleans Office of Inspector General ("OIG"). In response, the OIG issued a subpoena dated September 8, 2022 seeking

various documents concerning FTNO's finances, activities, and governance. A copy of this subpoena is attached to the Verified Petition as Exhibit 6. In response to this investigation by the OIG, FTNO was forced to freeze all expenditures from its accounts, which resulted in the cessation of funding for various programs that FTNO supports.

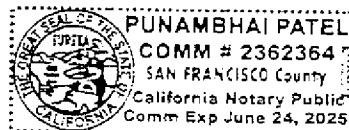
17. In a further effort to undermine FTNO and its Board of Directors, Randolph sent September 14, 2022 email correspondence to New Orleans City Councilmembers JP Morrell and Helena Moreno with the subject line "FTNO funds stolen." Therein, Randolph falsely alleges that FTNO's funds held at Liberty Bank in the amount of \$1.3 million have been "drained from the account." Randolph goes on to falsely state that FTNO board members Dr. Kennedy and Dr. Griggs have "chosen to steal over a million dollars in funds," and that their action "constitutes criminal action and will be addressed as such." A copy of this email correspondence is attached to the Verified Petition as Exhibit 7. Each of these allegations is demonstrably false, as all funds from both the City and private donors remain in the accounts, which are frozen due to the pendency of the OIG investigation.
18. Despite his termination as FTNO executive director, Randolph has continued to hold himself out as the executive director of FTNO and has, among other actions, made unauthorized changes to FTNO's filings with the Louisiana Secretary of State, created a website in FTNO's name falsely proclaiming himself as the current executive director of the entity, made unfounded accusations of impropriety regarding the actions of the board to public officials, and continued to act as though he has the authority to bind FTNO to obligations with third parties. A copy of Randolph's unauthorized alteration of FTNO's Louisiana Secretary of State filing is attached to the Verified Petition as Exhibit 8, and a copy of the unauthorized website he created at "forwardtogetherneworleans.org" is attached to the Verified Petition as Exhibit 9.
19. Since his termination, Randolph has retained control of FTNO's Quickbooks account and has refused to turn over access to the Board of Directors.

20. Upon information and belief, Randolph continues to hold himself out as the executive director of FTNO and has continued to endeavor to bind the organization in transactions with third parties.
21. As recently as October 3, 2022, Randolph approached Liberty Bank, where FTNO's accounts are held, and attempted to gain access to the funds held there.
22. In an effort to bring this dispute to an amicable resolution, FTNO sent a cease and desist letter to Randolph on October 3, 2022, demanding that he recognize his termination as executive director. A copy of this correspondence is attached to the Verified Petition as Exhibit 10.
23. On October 4, 2022 Randolph responded to this correspondence, doubling down on his false contentions and allegations and refusing to recognize the authority of the FTNO Board of Directors. A copy of this correspondence is attached to the Verified Petition as Exhibit 11.
24. Through the actions Randolph has taken under the false mantle of FTNO's executive director, Randolph has undermined the existing FTNO Board of Directors and has instigated an investigation under false pretenses that has resulting in the freezing of FTNO's funds, hindering its ability to act as fiscal agent for various programs—the very purpose for which FTNO was created. If Randolph is allowed to continue to act as though he is the executive director of FTNO, FTNO will suffer irreparable harm because Randolph will continue to purport to act on FTNO's behalf, will continue to wrongfully attempt to gain access to its accounts, and will otherwise will hinder FTNO's operations, imperiling its continued viability.

By Kathleen Kennedy
KATHLEEN KENNEDY

Sworn to and subscribed before me
this 14th day of Oct, 2022.

[Signature]
NOTARY PUBLIC



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NUMBER: 22-9454

DIVISION "D"

FORWARD TOGETHER NEW ORLEANS, INC.

VERSUS

SHAUN RANDOLPH

FILED: _____
DEPUTY CLERK

CONSENT JUDGMENT

Before the Court is Forward Together New Orleans, Inc. ("FTNO") and Shaun Randolph's Motion for Entry of Consent Judgment. Upon review of the motion and applicable law, and in recognition of the Parties' agreement, the Court finds the motion is well taken and should be granted. Accordingly;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Defendant Shaun Randolph is no longer employed or associated with Forward Together New Orleans in any capacity, retroactive to his August 17, 2022 termination, and will refrain from: (1) any attempts to access or modify FTNO's bank accounts or financial affairs, including but not limited to those accounts held at Liberty Bank; (2) entering into any transactions on behalf of FTNO; and (3) otherwise acting on behalf of FTNO or in FTNO's name. Any actions by Shaun Randolph purportedly made in FTNO's name after August 17, 2022 are without effect.
2. The FTNO Board of Directors consists of Dr. Kathleen Kennedy, Dr. Eric Griggs, and Dr. Silas Lee.
3. The FTNO Board of Directors consisting of Dr. Kathleen Kennedy, Dr. Eric Griggs, and Dr. Silas Lee is authorized to access FTNO's bank accounts, including the accounts held at Liberty Bank. Liberty Bank and any other financial institution holding accounts in FTNO's name is directed to grant the FTNO Board of Directors full, unrestricted access to any accounts in FTNO's name.
4. Any claims for damages sought by plaintiff are hereby dismissed.
5. Each party will bear its/his own costs and attorneys' fees.

6. The bond posted to secure the Temporary Restraining Order and Preliminary Injunction in this matter is released.

DECEMBER 7 2022
New Orleans, Louisiana, this the _____ day of December, 2022.

(Sgd) Nakisha Ervin-Knott

NAKISHA ERVIN-KNOTT
*Presiding Judge, Forward Together New Orleans,
Inc. v. Shaun Randolph, Case No. 22-9454*

A TRUE COPY

DEPUTY CLERK / MINUTE CLERK
CLERK OF CIVIL DISTRICT COURT
PARISH OF ORLEANS, STATE OF LA



**OFFICE OF THE MAYOR
MEMORANDUM**

**To: Norman White, Director of Finance
Clifton Davis III, Chief of Staff**
**From: Mary Pettingill, Fiscal Manager
Jonathan Henderson, Director of Strategic Initiatives**
Date: January 30, 2023
Re: Reimbursement – Forward Together New Orleans

Please find attached a Cashier's Check number 394656 from Forward Together New Orleans in the amount of \$1,063,410.40.

The breakdown is as follows:

General Fund	\$206,118
Wisner Donation	\$857,292.40

If there are any further questions, please let us know.

cc: Bryon Cornelison

REMITTER <u>Forward Together NO</u>	 Liberty Bank P.O. BOX 60131, NEW ORLEANS, LA 70160-0131	No. 394656 DATE <u>01-27-2023</u>
PAY TO THE ORDER OF <u>****City of New Orleans*****</u>		\$ <u>1,063,410.40**</u>
PAY IN THE AMOUNT OF <u>LIBERTY BANK AND TRUST \$1,063,410.40 and 40/100</u>		
CASHIER'S CHECK	<small>HONORED CUSTOMERS A STOP PAYMENT CANNOT BE PLACED ON CASHIER'S CHECKS WITHIN THE FIRST NINETY (90) DAYS OF THE DATE OF THE CHECK (GCC 000000)</small>	 <small>(Two signatures required if amount is over \$100,000.00)</small>

#394656# [REDACTED]