

K21-1115

FIRST AMENDMENT
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
HOUSING AUTHORITY OF NEW ORLEANS

NEW ORLEANS EMERGENCY RENTAL ASSISTANCE PROGRAM

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Housing Authority of New Orleans, represented by Evette Hester, Executive Director (“**HANO**”). The City and HANO may sometimes each be referred to as a “**Party**,” and collectively as the “**Parties**.” The Amendment is effective as of August 16, 2021 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor entered into the Cooperative Endeavor Agreement effective February 15, 2021, to accomplish a valuable public purpose of providing emergency rental assistance per the project entitled, New Orleans Emergency Rental Assistance Program (NOERAP) to address the housing need and to stabilize households that were unable to pay rent and utilities due to the COVID-19 pandemic (the “**Agreement**”);

WHEREAS, the City has received funds from the United States Department of the Treasury for the COVID-19 relief from the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 which provides fast and direct economic assistance to American workers, families, and small business and preserves jobs for American industries;

WHEREAS, the Emergency Rental Assistance program makes available \$25 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes (the “**Grantees**”). Grantees can use the funds to aid eligible households through existing or newly created rental assistance programs; and

WHEREAS, the City and HANO, each having the authority to do so, desire to enter into this Amendment to increase the funding and update essential provisions;

NOW THEREFORE, the City and HANO, each having the authority to do so, agree as follows:

- 1. Rental Payments.** The rental payments of \$22 million dollars even described in Article III shall be increased by \$41,414,634.10 to a new amount of rental payments of sixty-

three million four hundred fourteen thousand six hundred thirty-four dollars and ten cents (\$63,414,634.10).

2. **Administrative Fee.** The administrative fee of two percent (2%) described in Article III shall be increased to two and half percent (2.5%) of the actual amount issued for housing rental payments to be invoiced for administrative costs associated with the processing of emergency rental payments.
3. **Maximum Amount.** The maximum amount of \$22,440,000.00 described in Article III shall be increased by \$42,560,000.00 to a new maximum amount of funding of \$65 million dollars even.
4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer 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.
5. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. 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 Amendment.
6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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IN WITNESS WHEREOF, the City and HANO, through their duly authorized representatives, execute this Amendment to be effective as of the Effective Date.

CITY OF NEW ORLEANS

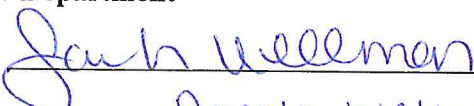
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 16th of September, 2021

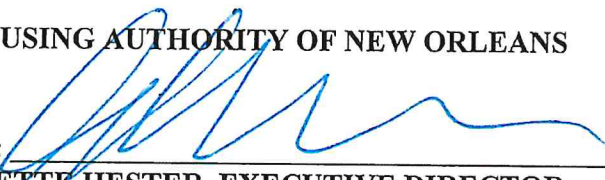
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Sarah Wellman

HOUSING AUTHORITY OF NEW ORLEANS

BY: 

EVETTE HESTER, EXECUTIVE DIRECTOR

FEDERAL TAX I.D.