

K22-461

AMENDMENT NO. ONE
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
THE FRENCH MARKET CORPORATION

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and the French Market Corporation, represented by Leslie T. Alley, Director (“**FMC**” or the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of March 18, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, on and effective March 18, 2022, the City and the Contractor entered into a cooperative endeavor agreement (the “**Agreement**”) between the City and the Contractor for the City through the New Orleans Office of Homeland Security and Emergency Preparedness (“**NOHSEP**”) to provide a unified safety patrol and oversee security for the City-owned and FMC managed property(ies) delineated in Exhibit “A” and Exhibit “B”; and

WHEREAS, the Agreement also set forth that FMC would reimburse NOHSEP for security personnel, equipment, and other cost associated with providing a unified public safety patrol; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of this Agreement for an additional three (3) years.

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

1. **Extension.** In accordance with Article IV of the Agreement, the term is extended for an additional three (3) years from the Effective Date through March 17, 2025.
2. **Compensation.** The compensation described in Article III of the Agreement is reaffirmed. FMC will continue to pay the City in accordance with the revised pay plan for classified service. The maximum amount funded or payable by the City to FMC under this Agreement is \$0.
3. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

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 discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take

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

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

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

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

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. Exhibits. The following exhibits will be and are incorporated into this Amendment; Exhibit "A"- FMC Property Map; and Exhibit "B" – Crescent Park

6. Order of Documents. In the event of any conflict between the provisions of this Amendment and any incorporated documents, the terms and conditions of the documents will apply in this order: the Amendment; the Agreement; Exhibit "A"; and Exhibit "B".

7.

8. 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.

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

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

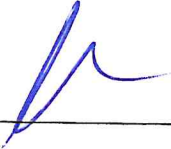
11. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: _____  for
LATOYA CANTRELL, MAYOR

Executed on this 9th of September, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By:  _____

Printed Name: Tray Tyle

THE FRENCH MARKET CORPORATION

BY:  _____
LESLIE T. ALLEY, DIRECTOR

FEDERAL TAX I.D.

EXHIBIT "A" – FMC PROPERTY MAP

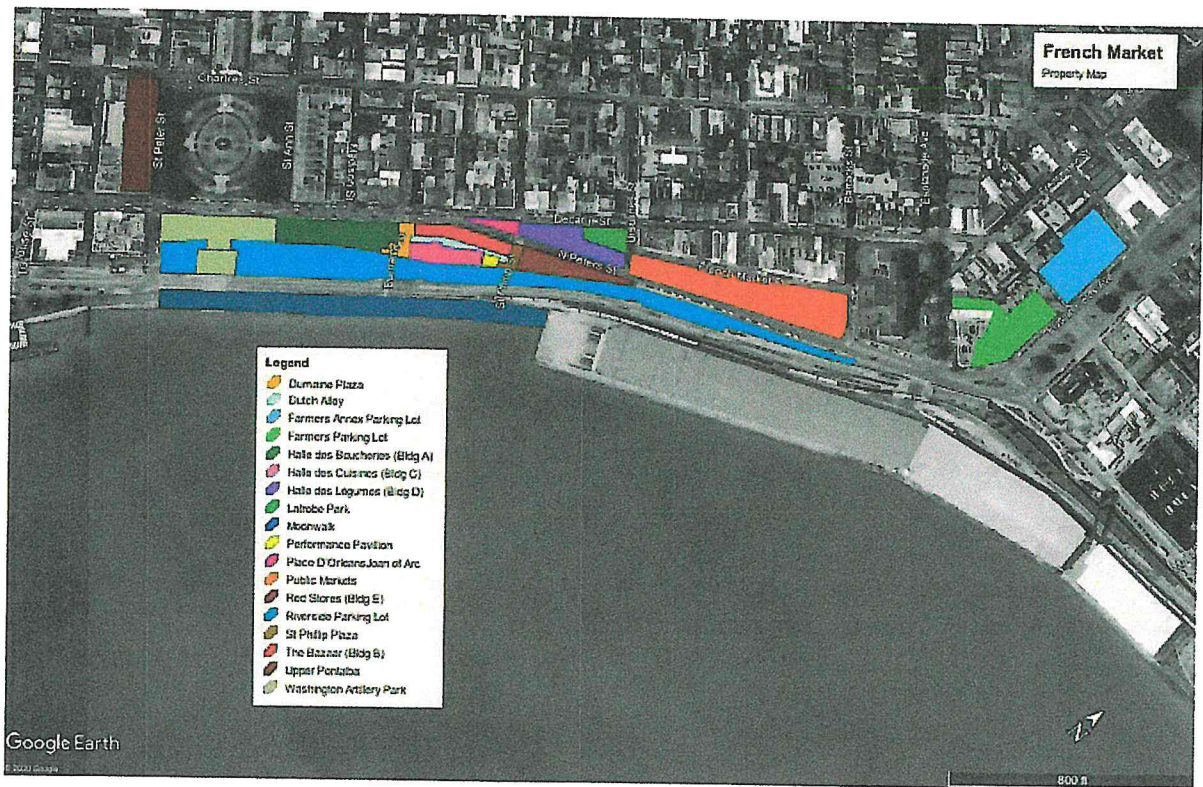
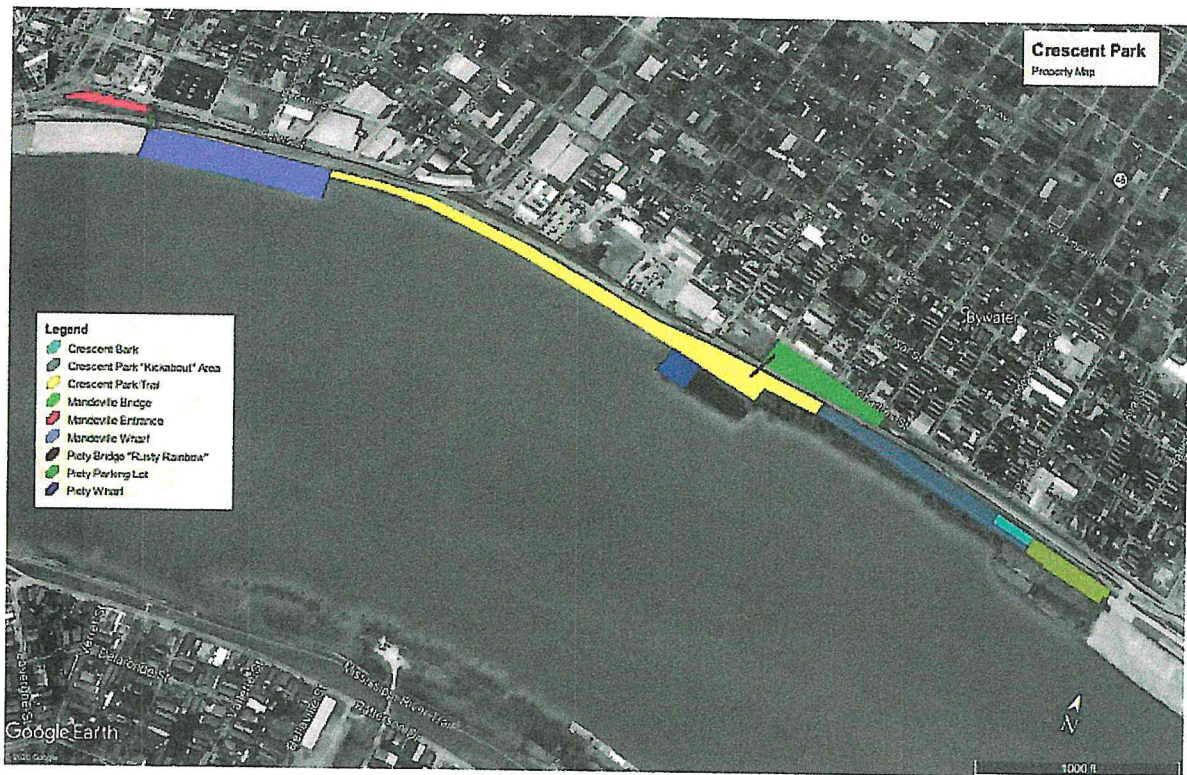


EXHIBIT "B" – CRESCENT PARK



[END OF AMENDMENT]