

**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**” or “**Contractor**”). The City and HANO may sometimes each be referred to as a “**Party**,” and collectively as the “**Parties**.” The Amendment is effective as of execution by both parties (the “**Effective Date**”).

RECITALS

WHEREAS, the City and HANO entered into the Cooperative Endeavor Agreement effective February 15, 2022, 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 (K22-469) (the “**Agreement**”);

WHEREAS, the City and HANO 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 \$53,000,000.00 described in Article III of the Agreement shall be increased by \$29,250,000.00 to a new amount of rental payments of eighty-two million two hundred dollars even (\$82,250,000.00).
2. **Maximum Amount.** The maximum amount of \$54,855,000.00 described in Article III of the First Amendment shall be increased by \$30,000,000.00 to a new maximum amount of funding of eighty-four million eight hundred fifty-five thousand dollars even (\$84,855,000.00).
3. **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.

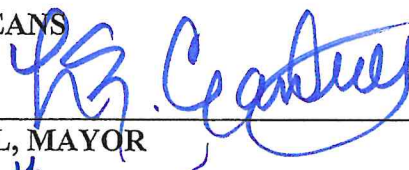
4. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.
5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.
6. **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]

[The remainder of this page is intentionally left blank.]

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

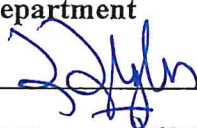
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 18th of November, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

HOUSING AUTHORITY OF NEW ORLEANS

BY: 

EVETTE HESTER, EXECUTIVE DIRECTOR

FEDERAL TAX I.D.

11-10-22

DATE