

K22-1184

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

FORT PIKE VOLUNTEER FIRE DEPARTMENT

THIS FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT (the "Amendment") is made and entered into by, between and among the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City") and the Fort Pike Volunteer Fire Department, represented by Michael Comiskey, President (the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties." This Amendment will be effective as of August 15, 2022 (the "Effective Date").

RECITALS

WHEREAS, on January 26, 2022, and effective as of August 15, 2021, the City and the Contractor entered into a Cooperative Endeavor Agreement (the "Agreement") for the Contractor to provide fire protection services for the residents of the St. Catherine's area of New Orleans East;

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

WHEREAS, the Contractor is a non-profit corporation, which principal address is located at 26812 Chef Menteur Highway, New Orleans, Louisiana 70129;

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 City and the Contractor desire to accomplish a valuable public purpose of providing fire protection for the residents of New Orleans;

WHEREAS, the Contractor will continue to provide fire protection services for the residents of the St. Catherine's area of New Orleans East;

WHEREAS, the City will continue to provide funding for the operations of the Contractor;
and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term for an additional one (1) year, to increase the maximum aggregate amount of compensation, and to reaffirm, modify, and/or add certain terms and provisions.

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

1. **Extension.** In accordance with Article IV Section B of the Agreement, this Amendment shall extend the Term for an additional one (1) year through August 14, 2023, 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.

2. **Compensation.** The Compensation provided for in Article III Section A of the Agreement is increased by \$30,000 to a new maximum amount not to exceed \$60,000. The Rate of Compensation provided for in Article III Section B is reaffirmed.

3. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed and/or added to the Agreement:

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

5. **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.

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 the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____ for
LATOYA CANTRELL, MAYOR

Executed on this 17th of January, 2022

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: Tracy Tyle

FORT PIKE VOLUNTEER FIRE DEPARTMENT

BY: _____
MICHAEL COMISKEY, PRESIDENT

TAX I.D.

[END OF AMENDMENT]