

AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
CRIMINAL DISTRICT COURT
PRETRIAL SERVICES

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Orleans Parish Criminal District Court, represented by Robin Pittman, Chief Judge (the “**Criminal Court**” 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 January 1, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on January 1, 2022, the City and the Contractor entered into a Cooperative Endeavor Agreement for the administration of the pretrial services program, an evidence-based program, with the goal of enabling the criminal justice system to operate with greater efficiency and fairness (the “**Agreement**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for an additional one year through December 31, 2023, and to provide additional funding under the Agreement; and

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 (A) of the Agreement, the term is extended for an additional one year from the Effective Date through December 31, 2023.
2. **Funding**. The funding described in Article III, Section (A) of the Agreement is increased by \$818,000.00, from \$825,893.00, to a total amount not to exceed \$1,643,893.00.
3. **Additional Miscellaneous Provisions**. The following terms and conditions are added to the Agreement:

*The following sections are being added to Article XI-Additional Provisions in the
Original Cooperative Endeavor Agreement:*

ARTICLE XI – ADDITIONAL PROVISIONS

P. Audit and Other Oversight. It is agreed that the Contractor will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 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. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

Q. Subcontractor Reporting. The Contractor shall provide a list of all persons, natural or artificial, 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. In regard to 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 said 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 such action as may be necessary to cause the suspension of any further payments until the required lists and notices are submitted.

R. Employee Verification. The Contractor swears that: (i) it 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) 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 (3) 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 this provision. 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 the requested affidavit or violates any provision of this paragraph.

4. Special Conditions for the John D. and Catherine T. MacArthur Foundation Grant Agreement. The Agreement between the City and the John D. and Catherine T. MacArthur Foundation and its attached terms and conditions, attached as Exhibit "A" to this Agreement, are expressly incorporated into the Agreement and effective immediately as the City has been awarded \$8,000.00 and will expend the funds in connection with the work to be performed under this Agreement.

5. Convicted Felon Statement. The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, nor officer has, within the preceding five (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.

6. Non-Solicitation Statement. The Contractor swears that it has not employed nor 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 nor 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.

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

8. **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.

9. **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]

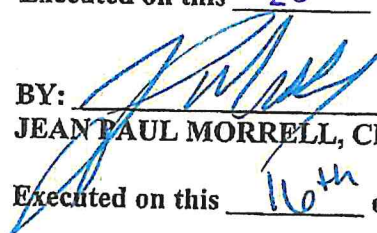
[The remainder of this page is intentionally left blank.]

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

CITY OF NEW ORLEANS

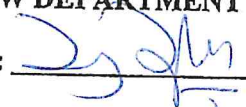
BY:  _____ for
LATOYA CANTRELL, MAYOR

Executed on this 25th of May, 2023.

BY:  _____
JEAN PAUL MORRELL, CITY COUNCIL PRESIDENT

Executed on this 16th of May, 2023.

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY:  _____

PRINTED NAME: Tracy _____

THE ORLEANS PARISH CRIMINAL DISTRICT COURT

BY: _____
ROBIN PITTMAN, CHIEF JUDGE

FEDERAL TAX I.D.

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 _____ of _____, 2023.

BY: _____
JEAN PAUL MORRELL, CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: _____

PRINTED NAME: _____

THE ORLEANS PARISH CRIMINAL DISTRICT COURT

BY: Robin Pittman
ROBIN PITTMAN, CHIEF JUDGE



[EXHIBIT "A" FOLLOWS ON THE NEXT PAGE]