

K21-022

FOURTH AMENDMENT TO LEASE

This Fourth Amendment of Lease (the "Agreement") is made and entered into on the 7th day of December, 2020 by and between **GOODWILL INDUSTRIES OF SOUTHEASTERN LOUISIANA, INC.**, a Louisiana non-profit corporation, herein represented by Jodee Daroca, hereinafter referred to as Lessor, and **THE CITY OF NEW ORLEANS**, a municipal corporation, appearing herein through the Honorable LaToya Cantrell, Mayor, hereinafter referred to as Lessee.

WHEREAS, Lessor and Lessee did enter into that certain Lease dated March 30, 2015 effective January 1, 2015 (K15-036) (the "Lease") **and** Lessor and Lessee have previously agreed to amend and extend the Lease as more fully provided for in the First Amendment (K16-1429), Second Amendment (K17-1425), and Third Amendment (K19-065) to Lease.

WHEREAS, Lessor and Lessee wish to amend the Lease to change the terms for extending the lease for the term of January 1, 2021 to December 31, 2021 and an additional one (1) year option to extend the Lease from January 1, 2022 to December 31, 2022.

NOW THEREFORE, Lessor and Lessee agree that the Lease is amended as follows:

1. The lease is hereby amended by restating paragraph 26 in its entirety to read as follows:

"26. EXTENSION OF LEASE: Provided Lessee is not in default of any of the terms of this Lease, Lessee shall have an option to extend this Lease for a period of 12(twelve) months at a rental rate of \$39,500.00 per month (for the term January 1, 2021 to December 31, 2021). To exercise this option, Lessee must give Lessor written notice of his intent to extend the Lease at least thirty (30) days prior to the expiration of this Lease or the extension." Lessee shall further have one (1) additional one (1) year option to extend the Lease for a period of twelve months

from January 1, 2022 to December 31, 2022 at the same rental rate of \$39,500.00 per month. To exercise this option, Lessee must give Lessor written notice of his intent to extend the **Lease** at least thirty (30) days prior to the expiration of this **Lease or the extension**.

2. **References to Lease.** On and after the date of this Amendment, any reference to the Lease, whether in the Lease, this Amendment, or any other communication by or between Lessor and Lessee shall mean the Lease as amended by the Amendment.
3. **Full Force and Effect.** Except as amended by this Amendment, the remaining provisions of the Lease shall remain in full force and effect, enforceable by each party to the Lease in accordance with their terms.
4. **Waiver and Consent.** No modification, amendment, or waiver of any provision of the Lease, as amended by this Amendment, nor consent to any departure from any such provision shall be effective unless it is in writing and signed by both parties, hereto, and such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute but one instrument.
6. **Creature of Government.** It is understood and agreed that the City of New Orleans is a creature of government. Should the appropriation from the City, the City Council, or other governmental entity funding source be cut off or reduced so that its continued operation is no longer feasible, this Lease may be terminated upon the giving of sixty (60) days' written notice by Lessee to Lessor. If the City is ordered to cease operations by virtue of an act of the Federal or the State Government or not funded by the New Orleans City Council, or by any court of competent jurisdiction, this Lease will terminate coincidental with said order. Under these circumstances all lease payments shall cease and the liability of the City, therefore, shall also cease.
7. **Inspector General Statement.** This section is intended to meet the statement requirements regarding the City of New Orleans Office of Inspector General, as codified in the Code of the City of New Orleans *Chapter 2, Article XIII, Section 1120 (20)[Section 2-1120 (20)]*, as per Ordinance No. 24395 M.C.S. Lessor 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 (Lessor) 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 Lessor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena. Lessor further hereby expressly and explicitly agrees to cooperate with the Inspector General in "any investigation, audit, inspection, performance review, or hearing pursuant to said chapter."
8. **Convicted Felon Statement.** The Lessor complies with §2-8(c) of the Code of the City of New Orleans and no principal or official of the Lessor has, within the preceding five years, pled guilty

to or been convicted of a felony under state or federal statutes for embezzlement, theft of public funds, bribery, falsification or destruction of public records, and/or receiving stolen property.

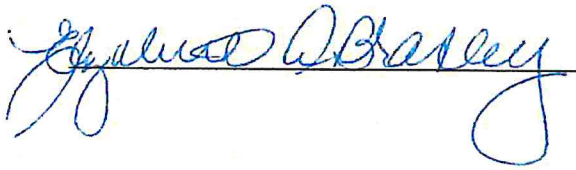
9. **Non-Solicitation Statement.** The Lessor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Lessor has not paid or agreed to pay any person, or a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

[SIGNATURES BEGIN ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this
7th day of December, 2020

**LESSOR: GOODWILL INDUSTRIES OF
SOUTHEASTERN LOUISIANA, INC.**

WITNESS:

A handwritten signature in blue ink, appearing to read "James A. Bailey", written over a horizontal line.

BY:

A handwritten signature in blue ink, appearing to read "Jodee E. Daroca", written over a horizontal line.

JODEE E. DAROCA, PRESIDENT & CEO

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 22nd day of January, 2021.

WITNESS: [Signature]

LESSEE: CITY OF NEW ORLEANS

[Signature: LaToya Cantrell]
LATOYA CANTRELL, MAYOR
CITY OF NEW ORLEANS

FORM AND LEGALITY APPROVED:

Law Department

By: [Signature]

Printed Name: Tracy Tyler