

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

THE NEW ORLEANS REDEVELOPMENT AUTHORITY

ITI SERVICES

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 New Orleans Redevelopment Authority, represented by Brenda M. Breaux, Executive Director (“**NORA**” or the “**Contractor**”). The City and NORA may be collectively referred to herein as the “**Parties**.” This Amendment will be effective as of **March 20, 2022** (the “**Effective Date**”).

RECITALS

WHEREAS, on May 6, 2022, and effective March 20, 2021, the City and the Contractor entered into a Cooperative Endeavor Agreement (the “**Agreement**”) for the City’s Information Technology and Innovation (“**ITI**”) Department to provide NORA with basic operational and disaster recovery support;

WHEREAS, the Parties agree and acknowledge that NORA will continue to provide the City with all data sets and entries relative to NORA’s Land Management Software (“**LAMA**”) in an effort to improve the collaboration between City and NORA on property-related matters and to enhance transparency throughout local government;

WHEREAS, NORA will also provide other data sets and records to the City, including any and all records identifying properties sold by NORA through the following disposition channels: a) Auction (properties put up for auction and sold to the highest bidder); b) Development (properties offered via request for proposals to create affordable housing); c) Lot Next Door (properties sold to adjacent owners); and d) Alternate Land Use (properties sold for purposes of creating green space and used for activities such as community gardens), as NORA continues its mission of revitalizing the underinvested areas in the City of New Orleans; 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 three (3) years and to reaffirm, modify, and/or add certain terms and provisions, as set forth hereinunder to continue the valuable public purpose of supporting NORA’s mission to revitalize the underinvested areas in the City of New Orleans.

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 three (3) years through **March 19, 2025**.
2. **Exhibits.** Article XI Section I of the Agreement is amended to by adding the words “and Exhibit B” after the words “Exhibit A”.
3. **Exhibit “B”.** The heading of Exhibit “B” is amended by replacing the phrase “March 20, 2021, through March 19, 2022” with the phrase “March 20, 2022, through March 19, 2025”. Exhibit “B” is further amended by replacing the phrase “located near Baton Rouge,

Louisiana” at the end of the second paragraph with the phrase “located near Shreveport, Louisiana”. The Parties mutually agree and understand that Exhibit “B” may be amended as mutually agreed to by the Director of City’s Department of Information Technology and Innovation and NORA in writing without the need for a formal written amendment pursuant to Article XI Section A.

4. **Order of Documents.** Article XI Section P of the Agreement is amended by adding the words “and Exhibit B” after the words “Exhibit A”.

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

ARTICLE III – FUNDING OR COMPENSATION

A. **Maximum Amount from the City.** The maximum amount funded or payable by the City under this Amendment is reaffirmed at \$0.

B. **Maximum Amount from NORA.** The maximum amount funded or payable by NORA under this Amendment is reaffirmed at \$0.

ARTICLE VIII - 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.

6. **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.

7. **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.

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

9. **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.

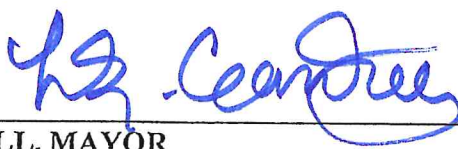
10. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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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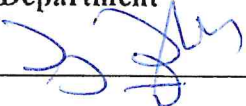
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 8th of May, 20213

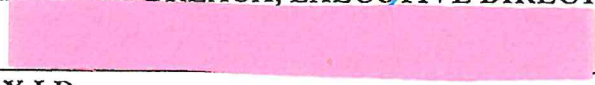
FORM AND LEGALITY APPROVED.
Law Department

By: 

Printed Name: Tracy Tyle

THE NEW ORLEANS REDEVELOPMENT AUTHORITY

BY: 
BRENDA M. BREAU, EXECUTIVE DIRECTOR


TAX I.D.

[END OF AMENDMENT]