

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

WAREHOUSE HISTORIC ASSOCIATION

THIS FIRST AMENDMENT is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and the Warehouse Historic Association, represented by Robert Wahl Jr., President (the "Contractor"). The City and the Contractor are sometimes collectively referred to as the "Parties." The Amendment is effective as of the date of execution by the City (the "Effective Date").

RECITALS

WHEREAS, on January 22, 2018, the City and the Contractor entered into a Cooperative Endeavor Agreement for installation and maintenance of the Warehouse tribute on the circular plaza located at 1475 Tchoupitoulas Street (the "Agreement"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to allow an increase in the project boundaries where Contractor will have a directly increased responsibility to maintain the memorial based improvements and any associated landscape improvements.

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

1. **Contractor's Obligations.** The following obligation is added to Article I, Section A as the new subsection 10: Contractor may extend the project boundaries for additional memorial donor plaque installation via sectional sidewalk replacement of existing sidewalks within the boundaries of the triangular lot surrounding the circular plaza, as submitted for review and approval by the Department of Parks and Parkways.
2. **Non-Discrimination.** Article VII of the Agreement is deleted and replaced in its entirety with the following:

ARTICLE VII - NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be 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.

3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code §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 remain in full force and effect.
6. **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.
7. **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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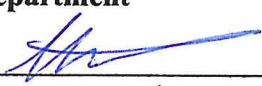
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 2nd of September, 2020

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Andrew Gregorin

WAREHOUSE HISTORIC ASSOCIATION

BY: 
ROBERT WAHL JR., PRESIDENT

