

AMENDMENT NO. ONE TO COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
CAPITAL AREA CORPORATE RECYCLING COUNCIL
AND
COMP-U-DOPT, INC.

ELECTRONIC WASTE DISPOSAL

THIS FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), Capital Area Corporate Recycling Council, represented by Shannon Fish Fertitta, Executive Director (the "**CACRC**"), and Comp-U-Dopt, Inc., represented by Megan Steckly, Chief Executive Officer ("**Comp-U-Dopt**"). The City, CACRC, and Comp-U-Dopt may sometimes each be referred to as a "**Party**" or collectively as the "**Parties**." CACRC and Comp-U-Dopt may sometimes each be referred to as a "**Contractor**" or collectively as the "**Contractors**." The Amendment is effective as of **January 31, 2023** (the "**Effective Date**").

RECITALS

WHEREAS, on and effective January 31, 2022, the City and the Contractor entered into a Cooperative Endeavor Agreement for the City to transfer its surplus electronic devices to the CACRC, who will recondition the electronic devices collected and deliver all of the reconditioned devices to the City for the City and Comp-U-Dopt to redistribute to the City's residents in accordance with La R.S. 49:125.1 (the "**Agreement**");

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to provide additional funding.

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

1. **Extension.** In accordance with Article V Section B, this Agreement is amended for an additional one (1) year from the Effective Date through **January 30, 2024**.

2. **The City's Obligations.** Article II Section A(2) is deleted in its entirety and replaced, as follows:

Following the execution of this Amendment by all Parties and in accordance with the invoicing and payment provisions provided for in the Agreement, the City will pay Comp-U-Dopt an additional \$50,000.00, exclusively from the City's General Fund. The Parties agree and acknowledge the City paid Comp-U-Dopt \$25,000.00 after being awarded an Edward Wisner Grant, thereby fulfilling the City's obligation under the original Agreement.

3. **Maximum Amount.** The compensation described in Article IV, Section A of the Agreement is increased by \$50,000.00, from \$25,000.00 to a total amount not to exceed \$75,000.00. In no event shall the cost payable by the City under this Agreement, as amended, exceed \$75,000.00.

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

ARTICLE X – FORCE MAJEURE

A. **Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. **Notice.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. **Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

5. 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.

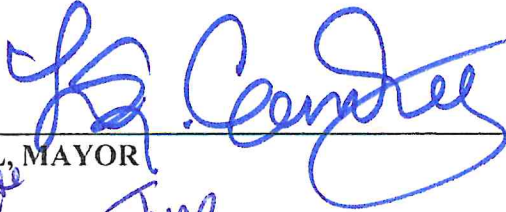
7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

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 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.

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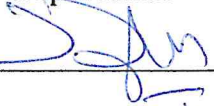
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

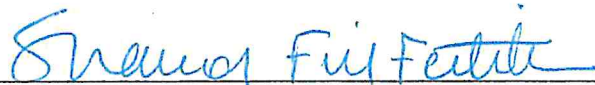
Executed on this 12th of June, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tipton

CAPITAL AREA CORPORATE RECYCLING COUNCIL

BY: 
SHANNON FISH FERTITTA, EXECUTIVE DIRECTOR

72-1315510
FEDERAL TAX I.D.

COMP-U-DOPT, INC.

BY: 
MEGAN STECKLY, CHIEF EXECUTIVE DIRECTOR

[REDACTED]
FEDERAL TAX I.D.

[END OF AMENDMENT]