

AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT**BETWEEN****THE CITY OF NEW ORLEANS****AND****ALGIERS DEVELOPMENT DISTRICT**

THIS FIRST AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Algiers Development District, represented by Mark Major, Chairman (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 February 23, 2023 (the "**Effective Date**").

RECITALS

WHEREAS, on February 23, 2022, the City and the Contractor entered into a Cooperative Endeavor Agreement for the valuable public purpose of protecting designated Algiers Development District properties from subterranean termites (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 one year; and

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

1. **Extension.** In accordance with Article III, Section (B) of the Agreement, the term is extended for an additional one (1) year from the Effective Date through February 22, 2024.
2. **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.
3. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.
4. **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 (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.
5. **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.

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

7. **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.

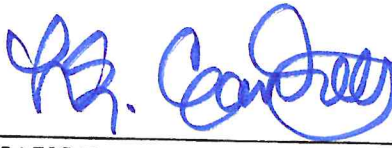
8. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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: 
LATOYA CANTRELL, MAYOR

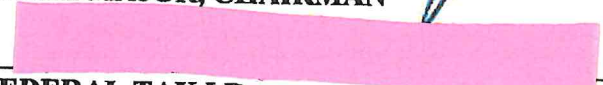
Executed on this 28th of April, 2023.

**FORM AND LEGALITY APPROVED:
LAW DEPARTMENT**

BY: 
PRINTED NAME: Tracy Tyle

ALGIERS DEVELOPMENT DISTRICT

BY: 
MARK MAJOR, CHAIRMAN


FEDERAL TAX I.D.