

EXHIBIT 1
AMENDMENT NUMBER ONE
TO THE
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
UBUNTU VILLAGE NOLA

[COVER PAGE]

K23-108

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

UBUNTU VILLAGE NOLA

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 Ubuntu Village Nola, represented by Ernest Johnson, Executive Director (the “**Contractor**”), The City and the Contractor may be collectively referred to herein as the “**Parties**.” This Amendment will be effective as of July 22, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, Ubuntu Village is a Non-Profit Corporation, which principal address is located at 2021 South Dupre Street, New Orleans LA 70125;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, on and effective July 22, 2022, the Parties entered into a cooperative endeavor agreement to accomplish a valuable public purpose of supporting children, parents, and caregivers involved in the juvenile justice system (the “**Agreement**”);

WHEREAS, in exchange for the Contractor continuing to provide social services, the City will continue to provide funding to the Contractor to cover administrative and other operating expenses; and

WHEREAS, the City, the Contractor, and each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for an additional one (1) year; to increase the maximum aggregate amount of compensation; to amend the rate of compensation; and to add, modify, or reaffirm certain terms and conditions.

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

1. **Services**. Article I Section 1(J) is deleted in its entirety and replaced as follows:

Provide to the City with written quarterly progress reports (Exhibit "A") outlining the Contractor's resources, initiatives, activities, services, and performance consistent with the Contractor's obligations under this Agreement and quarterly cost reports (Exhibit "B") which provide detailed cost information outlining the use of the funds payable to the Contractor under this Amendment. Exhibit "A" - Progress Report and Exhibit "B" - Cost Report are attached to this Amendment and made part hereof. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contractor, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the City on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30.

2. **Maximum Amount.** Article II Section A of the Agreement entitled "Maximum Amount" is hereby increased from \$62,272.00 by an additional \$40,000.00 to a new maximum aggregate amount not to exceed \$102,272.00.

3. **Rate of Compensation.** Article II Section B of the Agreement entitled "Rate of Compensation" is hereby deleted in its entirety, and replaced as follows:

The City will pay the Contractor an initial lump sum payment of \$20,000.00 reasonably promptly following the execution of this Amendment in accordance with Article II Section C entitled "Payment" (inadvertently identified as Section B in the Agreement) and Article I Section B(2) entitled "Invoice". Following the Contractor's proper submission of no less than one (1) complete and accurate Progress and Cost Report by the Contractor to the City's reasonable satisfaction, as set forth in Article I Section 1(J), as amended, the Contractor may invoice the City for the remaining amount of compensation not to exceed \$20,000.00.

4. **Extension.** In accordance with Article III Section B, this Amendment will extend the Agreement for an additional one (1) year from July 22, 2023, through July 21, 2024.

5. **Exhibits.** The following exhibits will be and are incorporated into this Amendment; Exhibit A- Progress Report; and Exhibit B - Cost Report

6. **Additional Miscellaneous Provisions.** The following terms and conditions are added, modified, or reaffirmed:

ARTICLE VI - 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.

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

8. **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.

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 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

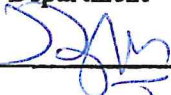
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 26th of June, 2023.

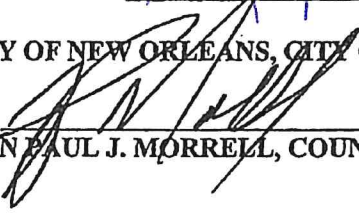
FORM AND LEGALITY APPROVED:

Law Department

By: 

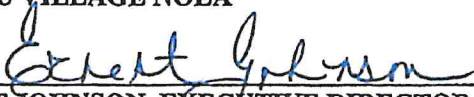
Printed Name: Tracy Tyle

CITY OF NEW ORLEANS, CITY COUNCIL

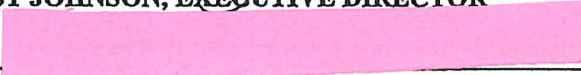
BY: 

JEAN PAUL J. MORRELL, COUNCIL PRESIDENT

UBUNTU VILLAGE NOLA

BY: 

ERNEST JOHNSON, EXECUTIVE DIRECTOR

TAX I.D. 

[EXHIBIT "A" & "B" ATTACHED ON THE NEXT PAGE(S)]

EXHIBIT "A"

Progress Report for the Period of _____ to _____
Ubuntu Village Nola

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Contact Name: _____

Telephone: (____) _____ Fax : (____) _____

Goal:	
Objective(s):	
Activity(Activities) Performed:	
Performance Measure(s):	% , \$ amt. or number complete

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

UBUNTU VILLAGE NOLA

BY: _____
ERNEST JOHNSON, EXECUTIVE DIRECTOR

DATE

[EXHIBIT "B" ATTACHED ON THE NEXT PAGE(S)]

EXHIBIT "B"

Cost Report for the Period of _____ to _____
Ubuntu Village Nola

Expense Category	Quarterly Expenditures	Total Cumulative Expenditures	Balance Remaining
Gross Salaries			
Related Benefits (employer share)			
Travel			
Operating Services:			
Advertising			
Printing			
Insurance			
Maintenance of Equipment			
Maintenance of Office and Grounds			
Rentals			
Software licensing			
Dues and Subscriptions			
Telephones and Internet Service			
Postage			
Utilities			
Other			
Office Supplies			
Professional Services			
Other Charges			
Acquisitions & Major Repairs			
Totals	\$	\$	\$

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.
 I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

UBUNTU VILLAGE NOLA

BY: _____
ERNEST JOHNSON, EXECUTIVE DIRECTOR

DATE _____