ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: April 9, 2026

CALENDAR NO. 35,421

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans ("City"), the New Orleans Redevelopment Authority (NORA), and Finance New Orleans (FANO), for a term greater than one year, for the public purpose of administering the Housing Trust Fund in the City of New Orleans, as more fully detailed in the Cooperative Endeavor Agreement attached hereto as Exhibit "A"; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, NORA exists and operates as generally provided for in La. R.S. 33:4720, *et seq.*, for public purposes that include the prevention and elimination of blighted areas, the development of vibrant neighborhoods, and the establishment of economically and socially sound communities through a broad range of redevelopment activities; and

WHEREAS, FANO is a public trust created pursuant to the provisions of the Louisiana Public Trust Act contained in Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as

amended (R.S. 9:2341-9:2347, inclusive) (the "**Public Trust Law**") with the City as its beneficiary, and is authorized to promote, encourage and further the accomplishment of all activities which are or may become of benefit to the City and which have a public purpose, and are authorized by the Public Trust Law ; and

WHEREAS, the City, NORA, and FANO desire to enter into a cooperative endeavor agreement in order to accomplish the valued public purpose of administering the Housing Trust Fund in the City of New Orleans; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS that the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into the attached cooperative endeavor agreement with NORA and FANO, for a term of ten years, for the public purpose of administering the Housing Trust Fund in the City of New Orleans.

SECTION 2. That said Cooperative Endeavor Agreement is attached to this ordinance as "Exhibit A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS, NEW ORLEANS REDEVELOPMENT AUTHORITY,

AND FINANCE NEW ORLEANS

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

NEW ORLEANS REDEVELOPMENT AUTHORITY

AND

THE FINANCE AUTHORITY OF NEW ORLEANS

HOUSING TRUST FUND

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by Helena N. Moreno, its Mayor (the "**City**"), and the New Orleans Redevelopment Authority, represented by Brenda Breaux, Executive Director (the "**Contractor**" or "**NORA**"), and The Finance Authority of New Orleans, represented by Damon Burns, Chief Executive Officer (the "**Contractor**" or "**FANO**") (collectively the "**Contractors**"). The City and the Contractor(s) may sometimes be collectively referred to as the "**Parties**." This Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

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

WHEREAS, NORA is a public body corporate and political, and their principal address is 1409 Oretha Castle Haley Blvd., New Orleans, LA 70113;

WHEREAS, NORA exists and operates as generally provided for in La. R.S. 33:4720, *et seq.*, for public purposes that include the prevention and elimination of blighted areas, the development of vibrant neighborhoods, and the establishment of economically and socially sound communities through a broad range of redevelopment activities;

WHEREAS, FANO is a public trust created pursuant to the provisions of the Louisiana Public Trust Act contained in Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended (R.S. 9:2341-9:2347, inclusive) (the "**Public Trust Law**") with the City as its beneficiary, and is authorized to promote, encourage and further the accomplishment of all activities which are or may become of benefit to the City and which have a public purpose, and are authorized by the Public Trust Law, and their principal address is 201 St. Charles Ave., Suite 4444, New Orleans, LA 70170;

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, New Orleans voters approved the adoption of Home Rule Charter Section 6-201(d), providing for creation of the Housing Trust Fund (the "**Trust Fund**"), on November 5, 2024 for the purpose of investing in affordable housing programs and projects in the City of New Orleans;

WHEREAS, the New Orleans City Council (the "**Council**") established the Trust Fund as set forth in City Code Section 70:415.338, *et seq*;

WHEREAS, the Trust Fund will provide annual funding for affordable housing programs and projects;

WHEREAS, the City desires to partner with NORA and FANO because of their expertise in developing and maintaining affordable housing in the City of New Orleans;

WHEREAS, the City, NORA, and FANO desire to accomplish a valuable public purpose of enhancing housing opportunity in the City of New Orleans as part of the Trust Fund;

WHEREAS, the City, NORA, and FANO now desire to enter into this Agreement in order to define their relationship regarding the Trust Fund;

NOW THEREFORE, the City, NORA, and FANO, each having the authority to do so, agree as follows:

ARTICLE I - OBLIGATIONS OF NORA AND FANO

NORA's and FANO's performance obligations under this Agreement are expressly contingent upon: (i) annual appropriation and lawful availability of Trust Fund monies; (ii) timely disbursement of such monies by the City; (iii) approval of applicable budgets and implementation plans as required by law; and (iv) receipt of all information, approvals, and direction from the City, Committee, and Council reasonably necessary for performance. NORA and FANO will:

A. Act as prudent administrators of the proceeds of the Trust Fund distributed to them ("**Trust Fund Proceeds**"), in accordance with the terms of this Agreement and applicable law, including the City's annual budget ordinance and any duly approved Budget and Implementation Plan;

B. Distribute Program Funds (as defined below) to sub-grantees for the purposes set forth in City Code Secs. 70:415.339 including but not limited to all restrictions set forth in City Code Sec. 70:415.340;

C. Provide the Housing Trust Fund Advisory Committee as defined in City Code Sec. 70-415.342 (the "**Committee**") and the City's Finance Department, with technical assistance and such information related to the administration of Trust Fund Proceeds as may be reasonably required to enable the Committee to comply with its reporting obligation under City Code Sec. 70:415.342, and this Agreement. This includes but is not limited to:

1. Providing certified quarterly and annual reports to the Committee and City's Finance Department, containing information set forth in City Code Section 70:415.342(d)(1), as well as any other pertinent information required by applicable law or otherwise by the City in order to comply with City Code Section 70:415.338 *et seq*;

2. Assisting the Committee with quarter-annual updates to be reported to the City Council in accordance with the Committee's duties set forth in City Code Secs. 70:415.342(d)(1) and (2); and

D. Establish and provide scoring criteria to the Committee and Council to be used in awarding subgrants through the Trust Fund pursuant to this Agreement, which criteria must be included in all applicable requests for qualifications and/or proposals, notices of funding opportunity and other grant applications;

E. Provide the City with program policies and procedures, decision matrices, and any other documents or tools used to make funding decisions in grant programs similar to grants related to the Housing Trust Fund and to provide updated versions of such within 30 days of any changes to them;

F. Provide the Office of Housing Policy and Community Development with monthly programmatic reporting outlining the progress or lack thereof for all approved housing programs;

G. NORA and FANO shall provide the reports required under this Agreement in substantially the form reasonably requested by the City, using information reasonably available to NORA and FANO in the ordinary course of administration. NORA and FANO may rely in good faith on information provided by subgrantees, contractors, and other third parties unless NORA and FANO have actual knowledge, or an objectively reasonable basis to know, that such information is materially false. Any deficiency in reporting shall not constitute default unless the City provides written notice specifying the deficiency and NORA and FANO fail to cure such deficiency within thirty (30) days after receipt of notice.

H. Provide the City with any documents requested by the City for performance of any work required under this Agreement.

ARTICLE II - THE CITY'S OBLIGATIONS

The City will:

A. Administer this Agreement through the Office of Housing Policy and Community Development, or such other department as the City may designate in writing, (the "**Department**"), which shall serve as the primary administrative point of contact for all routine communications, approvals, and operational directives under this Agreement;

B. At the City's discretion or as expressly required by law, perform an annual audit of each Contractor to ensure Trust Fund Proceeds are used in compliance with this Agreement and applicable law, including but not limited to 70:415.340 and 70:415.341. Notwithstanding the foregoing, any audit conducted by or on behalf of the City pursuant to this Section shall be limited to books and records directly related to Trust Fund Proceeds and the Contractors' performance under this Agreement, shall be conducted during normal business hours upon reasonable prior written notice, and shall be performed by the City's internal auditors, Legislative Auditor, or an independent third-party auditor engaged by the City. The City shall provide the Contractors with a written audit scope in advance and a reasonable opportunity to respond to draft findings before any final determination;

C. Provide adequate staff support for the Administrators and the Committee to conduct public meetings as required by applicable law;

D. Provide policy-level direction regarding permissible programmatic uses of the Trust Fund, as contemplated by applicable law, provided however that NORA and FANO shall retain authority to administer Trust Fund Proceeds, evaluate applications, and make funding recommendations or awards consistent with approved criteria, applicable law, and the adopted Budget and Implementation Plan; and

E. Resolve any and all programmatic conflicts and provide recommendations for resolution between Administrators and the Committee within thirty (30) calendar upon notice of a potential questions and/or conflict;

F. Provide FANO and NORA with any documents reasonably necessary for the performance of any work required under this Agreement;

G. Confer in good faith with the NORA and FANO no later than thirty (30) days prior to the commencement of each program year, or as soon thereafter as reasonably practicable following approval of the annual budget and implementation plan, to confirm the allocation of the Administrative Fee, Rainy Day Fund, and Trust Fund Proceeds;

H. Provide NORA and FANO with any and all relevant documents and information related to any funding or administrative requirements that may govern the administration and disbursement of Trust Fund Proceeds to ensure proper use of funds in accordance with any covenants or restrictions applicable to such bonds and the proceeds thereof;

I. Provide NORA and FANO with a quarterly and annual fiscal reporting related to all funds made available to the Trust Fund to ensure the successful performance of the work required under this Agreement as well as to ensure accurate reporting as required under this Agreement; and

J. Create a public facing dashboard to be maintained and updated quarterly or annually including all information required under City Code Section 70:415.342.

ARTICLE III - FUNDING

A. ***Administrative Fee*****.** NORA and FANO will administer the Trust Fund Proceeds in accordance with the terms of this Agreement and with City Code Section 70:415.338, *et seq*. The aggregate administrative fee due to FANO and NORA, for performing the work required by this Agreement, shall not, collectively, exceed ten percent (10%) of the Trust Fund Proceeds (the "**Administrative Fee**"). NORA and FANO shall each receive 25% of the Administrative Fee. The remaining portion of the Administrative Fee shall be allocated annually between NORA and FANO and shall be calculated and allocated by the City based on an equitable division taking into account the comparative duties of each Contractor and total funding allocations established for that year pursuant to applicable law, including without limitation the Council motion approving the Advisory Committee's recommended Budget and Implementation Plan and the City's operating budget ordinances.

1. Payment of Administrative Fee. The Administrative Fee shall be payable on an annual basis pursuant to the following schedule:

i. First Year: Payable within thirty (30) days after the City's receipt of funds appropriated or otherwise designated for the Trust Fund. The City shall provide written notice to NORA and FANO within fifteen (15) days of receipt of such funds.

ii. Subsequent years: For each subsequent year, the Administrative Fee shall be due and payable no later than March 31st of each year. If the City has not received the applicable Trust Fund revenues by such date, the City will notify NORA and FANO immediately about the source of Trust Fund Proceeds and the date when funding will be available. In this case, the Administrative Fee shall be payable within thirty (30) days after the City's receipt of such revenues.

2. Effect of Delay. If the City fails to timely disburse any portion of the Administrative Fee, any deadlines for performance by NORA or FANO that are materially affected by such delay shall be equitably extended, and neither NORA nor FANO shall be deemed in default for delays resulting directly for such nonpayment.

3. Status Pending Disbursement. Until disbursed to NORA or FANO in accordance with this Agreement, the Administrative Fee shall remain part of the Trust Fund. The City may require such reporting relative to the use and draw down of the Administrative Fee as may be necessary to comply with the applicable funding source of the Trust Fund Proceeds.

B. ***Program Funds*****.** That portion of the Trust Fund Proceeds remaining after deduction of the Administrative Fee and Housing Rainy Day Fund (as herein defined) shall constitute the program funds to be administered under this Agreement ("**Program Funds**").

NORA and FANO shall each maintain a separate escrow account dedicated to Program Funds, where funds are to be held prior to being further allocated to grantees in accordance with this Agreement. Program Funds shall be used solely for purposes authorized by this Agreement, the approved budget, applicable law, and any funding-source restrictions disclosed by the City. Except as otherwise provided in Section III, Trust Fund Proceeds shall be remitted to Administrators by the Department of Finance in accordance with the following schedule:

1. First Year: (a) If the source of funding is derived from proceeds of bonds issued by the City, the Trust Fund Proceeds shall be due within 30 days after bond proceeds are received.

(b) If the source of funding is derived from general fund appropriations or other revenue sources, Trust Fund Proceeds shall be disbursed in two substantially equal payments during the first calendar year this Agreement is in effect.

2. Subsequent Years. In each subsequent year, Trust Fund Proceeds shall be paid on a semi-annual basis, with one-half of the funds due on or before March 31st and one-half due on or before September 30th of each year. The City will notify FANO and NORA by April 1st, about the source of Trust Fund Proceeds and the date when funding will be available. If the City has not received the applicable Trust Fund revenues by such dates, the City will notify NORA and FANO immediately about the source of Trust Fund Proceeds and the date when funding will be available. In this case, the Program Funds shall be payable within thirty (30) days after the City's receipt of such revenues.

C. ***Additional Funds***. Any additional funds that the City, FANO, or NORA designates as part of the Trust Fund Proceeds, including but not limited to grant funds, public funding from non-City entities, philanthropic investments, private investment or any other

source, shall be treated as part of the corpus of the Trust Fund and shall be subject to all statutory and contractual requirements for the Trust Fund.

D. ***Recovery and Clawback of Funds*****.** NORA and FANO agree that all funds disbursed under this Agreement, including the Administrative Fee set forth in Section III(A), are subject to clawback or recovery by the City, in whole or in part, for deposit into the Trust Fund if they are not spent in accordance with this Agreement, applicable law, or an approved budget, or if either of the following conditions are met:

1. Funds remain unspent within 24 months of receipt by NORA or FANO based on when the funds are received, unless this deadline is extended by Council ordinance.
2. Meaningful progress towards the outcome goals for the funding, as determined by the Office of Housing Policy and Community Development based on goals presented in the annual report by the Advisory Committee, has not been made, unless said goals are amended by Council motion.

Any clawback shall apply only to the Fund Administrator that received or administered the funds at issue, after written notice and a reasonable opportunity to cure or contest the proposed recovery.

Any Administrative Fees subject to clawback under Part III (D) will be calculated on a prorated basis such that the proportion of Administrative Fees subject to clawback is equivalent to the proportion to the amount of Program Funds subject to clawback.

E. ***Housing Rainy Day Fund*****.** In accordance with City Code Sec. 70-415.340(b)(1), five percent of the Trust Fund Proceeds will be held by FANO in escrow to address housing-related contingencies related to a declared state of emergency ("**Housing Rainy Day Fund**"). Any interest earned from the Housing Rainy Day Fund shall revert to the Housing Rainy Day Fund and be added to its corpus. Expenditures from the Housing Rainy Day Fund must be approved by ordinance.

FANO shall act as exclusive custodian of the Housing Rainy Day Fund and shall have no liability for diminution in value, delayed deployment, or investment performance of such funds except to the extent caused by FANO's fraud, gross negligence, or willful misconduct. Within 90 days of termination or expiration of this Agreement, any unspent and unobligated Housing Rainy Day Fund monies remaining in FANO's custody shall be returned to the City, unless otherwise directed by ordinance or other applicable law.

F. ***Bond Proceeds Compliance*****.** To the extent the source of any funding provided to either Fund Administrator under this Agreement is derived from the proceeds of bonds issued by the City, then such Fund Administrator agrees that it will utilize such funds in compliance with the purposes of such bonds and in accordance with any covenants or other restrictions applicable to such bonds and the proceeds thereof. The City agrees to provide Fund Administrators with any and all covenants and other restrictions applicable to such bonds and proceeds.

ARTICLE IV - DURATION AND TERMINATION

A. ***Term*****.** The term of this Agreement shall be ten (10) years from the Effective Date.

B. ***Extension*****.** The City can opt to extend the term of this Agreement provided that the Council approves it as a multi-year cooperative endeavor agreement and that additional funding, if required, is allocated by the Council.

C. ***Termination for Convenience*****.** Either Party may terminate this Agreement at any time during the term of the Agreement by giving the other party written notice of the termination at least 30 calendar days before the intended date of termination. The Parties will cooperate on a final accounting to determine what Trust Fund Proceeds have been obligated for use in accordance with this Agreement. Any unobligated Program Funds, Administrative Fees, and Rainy Day Funds shall be returned to the City, in accordance with the terms of this Agreement.

D. ***Termination for Cause*****.** Either Party may terminate this Agreement immediately for cause by sending written notice to the other. "Cause" includes without limitation any failure to perform any obligation including but not limited to non-payment without prior notice of non-appropriation as set forth in this Agreement or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. Any unobligated Program Funds, Administrative Fees, and Rainy Day Funds shall be returned to the City, in accordance with the terms of this Agreement. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. ***Suspension for Non-Appropriation*****.** The City may suspend this agreement for any period where funds cannot be appropriated and alternate funding cannot be provided. The City will notify the Contractor in writing within 30 days of the lack of funds. Once funding is available, the City will resume funding under the terms of Article III.

F. ***Payment of Costs*****.** In the event of termination and/or suspension for any reason set forth above, the City agrees to pay any outstanding invoices for work performed by Administrators in performance of the obligations set forth in this Agreement.

ARTICLE V - INDEMNITY

A. To the fullest extent permitted by law, the Parties will jointly and severally indemnify, defend, and hold harmless the other Party, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

B. ***Limitation*****.** The Parties' indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractors nor any of their agents or employees contributed to such gross negligence or willful misconduct.

C. ***Independent Duty*****.** Each party will bear the cost of defending any and all claims. Each party agrees to reimburse the other party for its cost incurred in defense of any claim that actually falls within this indemnity provision of this Agreement.

ARTICLE VI - INSURANCE

Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Fund Administrators agree to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.

Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Fund Administrators' scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Insurance Requirements:

Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000. All employers must provide this coverage or be registered as a "Self-Insured" entity with the State.

Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

Crime Insurance - Crime coverage with limits of not less than $1,000,000 per single loss. Such policy shall also include theft of money, and/or securities resulting from computer fraud and/or dishonest acts committed by employees of Contractor or its sub-contractors in the performance of services under the Agreement. Coverage shall also include a loss payment clause in favor of the City of New Orleans.

Business Automobile Insurance (where applicable) with a combined single limit of liability of not less than $500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any claims, liability and/or losses incurred as a result of their activities/operations in conjunction with the Contractor's obligations and/or Scope of Work.

Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide and maintain current Commercial General Liability Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" with respect to liability arising out of the performance of this Agreement.

Additional Insured coverage should be provided in the form of an endorsement to the Contractors/Subcontractors insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms (if later revisions are used).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to Office of Economic Development, 1340 Poydras St, Suite 1800, New Orleans, LA 70112.

The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability.

Primary Coverage: For any claims related to this Agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors' coverage.

Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Agreement.

Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Notice: Upon request the Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days:

Copies of all insurance policies, including all policies, forms, and endorsements:

Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurance coverage, or other circumstances, based on any change in the Scope of Work and/or Contractor obligations.

ARTICLE VII - PERFORMANCE MEASURES

A. *Factors*. The City will measure the performance of the other Parties according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions;

timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. ***Failure to Perform*****.** If NORA or FANO fail to perform according to the Agreement, the City will notify the non-compliant party. If there is a continued lack of performance after notification, the Parties can mutually agree to declare the Non-compliant Party in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law.

ARTICLE VIII - LIVING WAGES

A. ***Definitions*****.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. ***Compliance*****.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. ***Living Wage*****.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows: $16.01 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2025 or thereafter.

D. ***Adjusted Living Wage*****.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. ***Subcontract Requirements*****.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. ***Reporting*****.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800

New Orleans, Louisiana 70112

G. ***Compliance Monitoring*****.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. ***Remedies*****.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IX - HIRENOLA PROGRAM

To the extent allowed by law, the Contractors agree to abide by City Code sections 70-496, *et seq*., to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the Contractors fail to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

ARTICLE X - NON-DISCRIMINATION

A. ***Equal Employment Opportunity*****.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractors (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 Contractors 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 Contractors in any of the Contractors' 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 Contractors agree 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 Contractors will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the Contractors fail to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. *Independent Contractor Status*. The Contractors are independent contractors and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. *Exclusion of Worker's Compensation Coverage*. The City will not be liable to the Contractors, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractors will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. *Exclusion of Unemployment Compensation Coverage*. The Contractors, as independent contractors, are being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Contractors nor anyone employed by them will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because: (a) the Contractors have been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractors are outside the normal course and scope of the City's usual business; and (c) the Contractors have been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. *Waiver of Benefits*. The Contractors, as independent contractors, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XII - 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 Contractors 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 prompt resumption of performance when so instructed by the City; or
    b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor(s) and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIII - NOTICE

A. ***In General.*** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Director of the Office of Housing Policy and Community Development
City of New Orleans
1340 Poydras St, Suite 1000
New Orleans, LA 70112

&

The President of the City Council
City of New Orleans
1300 Perdido Street, Second Floor
New Orleans, LA 70112

&

The Chair of the Council's Housing Trust Fund Advisory Committee

City of New Orleans
Through the City Council Research Officer
1300 Perdido Street, Suite 1E06
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

&

Executive Counsel
New Orleans City Council
1300 Perdido Street, Suite 1E06
New Orleans, LA 70112

2. To NORA:

Brenda Breaux
Executive Director
1409 Oretha Castle Haley Blvd, Suite B
New Orleans, LA 70113

3. To FANO:

Damon Burns
201 St. Charles Avenue, Suite 4444
New Orleans, LA 70170

B. *Effectiveness*. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. *Notification of Change*. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XIV - ADDITIONAL PROVISIONS

A. *Amendment*. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. *Assignment*. This Agreement and any part of NORA or FANO's interest in it are not assignable or transferable without the City's prior written consent. If either NORA or FANO become insolvent or legally cease to exist, their interest shall revert to the City.

C. *Audit and Other Oversight*.

1. FANO will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of FANO, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor's

office or place of business in Louisiana. If no such location is available in Louisiana, the Contractor will make the documents available at a time and location that is convenient for the City.

2. FANO will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires FANO to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, FANO agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

3. As a government agency, NORA is not subject to this requirement but will cooperate with any investigation as it is able and to the extent required by law.

D. ***Choice of Law*****.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. ***Compliance with City's Hiring Requirements – Ban the Box*****.** The Contractors agree to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f) to the extent permitted by law. Prior to executing this Agreement, the Contractors must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractors notice of noncompliance and allow the Contractor(s) thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor(s) remains noncompliant, the City may move to suspend payments to the Contractor(s), void the Agreement, or take any such legal action permitted by law or this Agreement. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect. The Contractors will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-contractors to comply with those provisions.

E. Conflicting Employment**.** To ensure that the Contractors' efforts do not conflict with the City's interests, and in recognition of the Contractors' obligations to the City, the Contractors will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractors will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractors' performance of this Agreement. The City will make the final determination whether the Contractor(s) may accept the other employment.

F. Construction of Agreement**.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractors on the basis of which party drafted the uncertain

or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. Convicted Felon. To the extent permitted by law, the Contractors comply with City Code § 2-8(c) and no principal, member, or officer of the Contractor(s) has, within the preceding 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.

H. 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 Contractors shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor(s) fails to meet its contractual obligations.

I. Employee Verification. Each of the Contractors swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor(s) a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor(s) being ineligible for any public contract for a period of 3 years from the date the violation is discovered; or that they are not subject to this requirement under law as a government entity. The Contractors further acknowledge and agree that they shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractors will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor(s) fails to provide such the requested affidavit or violates any provision of this paragraph.

J. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

K. Exhibits. The following exhibits will be and are incorporated into this Agreement:

- Exhibit A - Ordinance 29714 M.C.S.
- Exhibit B - Ordinance 30072 M.C.S. (codified at 70:415.338, *et seq*.).

L. Jurisdiction. The Contractors consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor(s).

M. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

N. No Expectation of Benefit or Special Treatment. The Contractors swear that, as a

result of any donation of the services that are the subject of this Agreement or otherwise, they has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

O. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Parties and the Parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

P. Non-Exclusivity. This Agreement is non-exclusive and the Contractors may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

Q. Non-Solicitation Statement. The Contractors have not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractors have 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 Agreement.

R. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

S. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by the Contractors in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Contractors' personnel and administrative records and any tools, systems, and information used by the Contractors' to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor(s)'s consent and for no additional consideration to the Contractor(s).

T. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Contractors, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractors pursuant to this Agreement without regard to the Contractor(s)'s otherwise satisfactory performance of the Agreement.

U. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

V. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

W. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

X. Subcontractor Reporting. The Contractors will provide a list of all natural or artificial persons who are retained by the Contractors at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor(s)'s work for the City. For any subcontractor proposed to be retained by the Contractor(s) to perform work on the Agreement with the City, the Contractor(s) must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor(s) fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor(s), take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

Y. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

Z. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XV - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. 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 Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City, NORA, and FANO, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____

HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 202__

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEW ORLEANS REDEVELOPMENT AUTHORITY

BY: _____
BRENDA BREAUX, EXECUTIVE DIRECTOR

_____
FEDERAL TAX I.D.

FINANCE AUTHORITY OF NEW ORLEANS

BY: _____
DAMON BURNS, CHIEF EXECUTIVE OFFICER

_____
FEDERAL TAX I.D.

[EXHIBITS A AND B ATTACHED ON THE FOLLOWING PAGES]

EXHIBIT A - ORDINANCE 29714 M.C.S.

ORDINANCE

(AS CORRECTED)

CITY OF NEW ORLEANS

CITY HALL: October 19, 2023

CALENDAR NO. 34,445

NO. 29714 MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS HARRIS, MORENO, MORRELL, GIARRUSSO, KING, GREEN AND THOMAS

AN ORDINANCE to preserve and create affordable housing through the establishment of Division 54 in Chapter 70, Article III of the Code of the City of New Orleans called the New Orleans Housing Trust Fund; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Division 54 of Chapter 146, Division III of the Code of the City of New Orleans is hereby established and ordained to read as follows:

"CHAPTER 70 – FINANCE

***

DIVISION III. – FUNDS

***

DIVISION 54. – NEW ORLEANS HOUSING TRUST FUND

Sec. 70-415.338. - Created.

There is hereby created a special fund designated as the New Orleans Housing Trust Fund (hereinafter "fund").

Sec. 70-415.339. - Funding and purpose.

The fund shall be used exclusively for the following purposes:

1. Preservation and rehabilitation of affordable rental units; or

2. Subsidies to support new strategies and models for home ownership sustainability and closing the racial wealth gap, including but not limited to community land trusts, shared equity models, owner occupied rehabilitation, and foreclosure prevention; or

3. Gap financing to increase the production of affordable rental units.

Sec. 70-415.340. - Restrictions on fund.

a) Funds deposited into the fund shall remain in the fund until spent for the purposes specified in section 70-415.339. The funds may not be transferred into the general fund or any other funds.

b) All uses of this fund for rental housing shall be for households earning less than 80% of the Area Median Income (AMI), with a priority for households earning less than 50% AMI.

c) All funds must be used in accordance with the federal Fair Housing Act's obligation to affirmatively further fair housing.

d) The Office of Community Development should prioritize awarding these funds to developments that ensure permanent affordability.

e) This fund may be used for personnel or professional services to support the above uses. No more than 15% of the annual allocation to the fund shall be used for personnel or professional services.

Sec. 70-415.341. - Required reports and program implementation.

a) The Director of Finance shall keep detailed and accurate records in the administration of the fund and shall establish a public-facing dashboard describing each housing program receiving support from the fund, the amount of funding received, the number of units awarded funding- or created/preserved within each program, the development status for projects, and the AMI and term of affordability for those units.

b) The public facing dashboard shall be updated on a quarterly basis.

c) The Director of Finance or their designee shall appear annually at a relevant City Council Committee hearing before the Mayor submits their annual budget to the City Council, in order to provide a detailed accounting of all fund revenues and expenditures, as well as to accept public comment about the use of the funds.

d) The Director of Finance shall make annual reports to the Chief Administrative Officer and City Council, via the Clerk of Council, and submit these reports before the annual committee hearing, giving a complete and detailed written accounting of all fund revenues and expenditures.

Sec. 70-415.342. - Administration of fund.

The fund shall be administered by the director of the department of finance and shall be kept in an interest-bearing account, with interest accruing to the benefit of and to become part of the fund.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS NOVEMBER 02, 2023

JP MORRELL
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON NOVEMBER 03, 2023

APPROVED:
~~DISAPPROVED~~: NOVEMBER 07, 2023

LATOYA CANTRELL
MAYOR

RETURNED BY THE MAYOR ON NOVEMBER 08, 2023 AT 12:50 P.M.

LORA W. JOHNSON
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS: Giarrusso, Green, Harris, King, Morrell - 5
NAYS: 0
ABSENT: Moreno, Thomas - 2
RECUSED: 0

THE FOREGOING IS CERTIFIED TO BE A TRUE AND CORRECT COPY
Lora W. Johnson
CLERK OF COUNCIL

EXHIBIT B - ORDINANCE 30072 M.C.S. (CODIFIED AT 70:415.338, ET SEQ.).

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 5, 2024

CALENDAR NO. 34,816

NO. 30072 MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS HARRIS, GIARRUSSO, GREEN, KING, MORENO, MORRELL AND THOMAS

AN ORDINANCE to amend and reordain Sections 70-415.339 through 70-415.342 and ordain Section 70-415.343 of Division 54 of Chapter 70, Article III of the Code of the City of New Orleans, relative to the Housing Trust Fund, to preserve and create affordable housing, to require the appointment of a Housing Trust Fund Advisory Committee; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Division 54 of Chapter 70, Article III of the Code of the City of New Orleans is hereby amended and reordained to read as follows:

"CHAPTER 70 – FINANCE

⁂

ARTICLE III. – FUNDS

⁂

DIVISION 54. – NEW ORLEANS HOUSING TRUST FUND

Sec. 70-415.338. - Created.

⁂

Sec. 70-415.339. - Funding and purpose.

To ensure the availability of affordable housing for low- to moderate-income residents within the City, all funds maintained in the Housing Trust Fund shall be used exclusively for the following purposes:

(a) Creating and preserving affordable homeownership opportunities, including but not limited to owner-occupied rehabilitation; development subsidies; homebuyer assistance; soft second assistance; foreclosure prevention; home weatherization, such as fortified roofing; and shared equity strategies.

(b) Expanding the supply of affordable rental housing units, including but not limited to affordable multifamily housing financing; strategic investment, acquisition, disposition, or lease of property; and technical support.

(c) Preserving affordable rental housing units to prevent the future displacement of residents, including but not limited to rental rehabilitation.

Sec. 70-415.340. - Restrictions on fund.

(a) Funds deposited into the fund shall remain in the fund until spent for the purposes specified in section 70-415.339, except as provided in this section. The funds may not be transferred into the general fund or any other funds.

(b) Portions of the annual appropriation deposited into the fund may be reserved as follows:

(1) No more than five percent shall be reserved for "rainy day" funds, to be used exclusively in the event of a declared emergency.

(2) No more than ten percent may be reserved for personnel or professional services to support the administration of the fund.

(c) The remaining eighty-five percent of the annual appropriation shall be reserved for "program" funds, referred to herein as Program Funds, to be used exclusively for the purposes defined in section 70-415.339, with a minimum of fifteen percent of the Program Funds reserved for each of those three purposes, accounting for a total of forty-five percent of the Program Funds. The remaining fifty-five percent of the Program Funds shall be allocated among the three purposes set forth in section 70-415.339, as recommended by the advisory committee and approved by the council, pursuant to section 70-415.342.

(d) Except for expenses from reserves permitted under paragraph (b)(2) above, all funds must be used in accordance with the federal Fair Housing Act's obligation to affirmatively further fair housing, provided at 42 U.S.C. section 3601, *et seq*.

(e) All expenditures from the fund and selections for its allocations shall prioritize those projects that provide climate resilient elements, creative and leveraged funding opportunities, and depth and longevity of affordability terms.

Sec. 70-415.341. - Administration of fund.

The director of the department of finance shall administer and maintain the fund in an interest-bearing account, with any interest accruing to the benefit of and to become part of the fund. However, nothing herein shall preclude the City from entering an agreement with another party or parties to administer some or all of the fund, in accordance with the provisions of this division, with any interest accruing to the benefit of and to become part of the fund. Such party, whether the director of the department of finance or one or more other parties, is defined herein as the "Fund Administrator".

Sec. 70-415.342. - Housing trust fund advisory committee.

(a) *Creation and Purpose.* No money shall be appropriated from the Housing Trust Fund in any year unless and until the city council has appointed a housing trust fund advisory committee. The advisory committee shall be limited to advising the city council concerning appropriations from the fund.

(b) *Composition.* The advisory committee shall have a total of seven members, all of whom shall be electors of and domiciled in the City and shall possess experience in one or more of the following areas: architecture and preservation, community development, community and housing development finance, economic development, fair housing, populations with special needs, smart growth, sustainable development, and local and regional housing and neighborhood data. The council shall ensure that all areas of expertise and experience are represented in the membership of the advisory committee. The advisory committee shall consist of the following members:

(1) One appointee of the mayor;

(2) One appointee of the city council quality of life committee chair;

(3) One appointee of the city council community development committee chair;

(4) One appointee of the city council president, with such appointee having lived experience being unhoused or living in a low-income or other affordable housing unit;

(5) One appointee of the Greater New Orleans Housing Alliance;

(6) One appointee of the Louisiana Fair Housing Action Center; and

(7) One appointee of Southeast Louisiana Legal Services.

(c) *Appointment Terms*. Appointment nominations shall be submitted by the appointing body to the city council for approval no later than the second council meeting in January. The terms of each member who has been appointed, and of the committee, shall commence January 1 of each year and end on December 31 of the same year. Each advisory committee member may be reappointed. Any vacancy on the advisory committee shall be filled in the manner of the initial term, and such appointments shall be for the remainder of the unexpired term. Members of the advisory committee shall adhere to the requirements of the city code and ethics and the state code of governmental ethics.

(d) *Committee Duties.*

(1) *Quarterly Reporting.* The housing trust fund advisory committee shall submit quarter-annual updates to the city council in the form of a report, to appear on the consent agenda of the following regular council meetings: the first meeting in January, the first meeting in April, the first meeting in July, and the first meeting in October. Such reports shall be prepared by the Fund Administrator and reviewed by the advisory committee prior to submission to the city council. Upon receipt the council may refer the report to the appropriate committee and request that the advisory committee chair, in coordination with the Fund Administrator, present the report and related updates. Each quarterly report shall include, at a minimum, the following:

(i) the balance of the fund;

(ii) all revenues;

(iii) all expenditures, including program spending per purpose by dollar and by percentage;

(iv) the number of households assisted;

(v) the number of affordable rental units created;

(vi) the number of affordable rental units preserved;

(vii) the number of affordable homeownership units (e.g., houses or condominiums) created;

(viii) the number of affordable homeownership units preserved;

(ix) the development status for multifamily housing projects receiving financing assistance; and

(x) any other relevant performance data as specified in any applicable cooperative endeavor agreement, notice of funding availability, or otherwise, as requested by the council.

(2) *Annual Reporting and Budget.* In addition to submitting a quarterly report, the advisory committee shall also submit an annual report to appear on the consent agenda of the first regular council meeting in October, and shall present such report to the public at a relevant committee meeting. The annual report, which may satisfy the October quarterly reporting requirement, shall be prepared in coordination with the Fund Administrator and provide the following:

(i) a detailed accounting of all fund revenues and expenditures over the preceding year;

(ii) year-long data on the quarterly performance measures provided in (d)(1) for the preceding year;

(iii) a proposed budget for the upcoming fiscal year, specifying the Program Funds to be allocated per purpose, as defined in section 70-415.339; and

(iv) an implementation plan for all proposed expenditures, as well as any other information requested by the council.

A minimum of fifteen percent of the Program Funds shall be assigned to each purpose, and the advisory committee shall allocate the remaining fifty-five percent of the Program Funds to one or more of the purposes, in accordance with residents' housing needs, which shall also be documented in the annual report. The proposed budget and implementation plan shall be subject to review and approval of the city council. In the event that the council wishes to alter or modify the proposed budget or any portion thereof, it may do so but only by a majority vote of all members of the council. After such vote, the proposed budget as so altered or modified shall be resubmitted to the advisory committee for its concurrence or rejection and subsequent alteration or modification. The advisory committee shall notify the city council in writing of its actions, including any budget as modified, in time for publication on the consent agenda of the following regular council meeting. At such meeting, the city council shall vote by motion to approve the original proposed budget or the budget as modified, and this vote will establish the final and conclusive budget for the upcoming fiscal year.

Sec. 70-415.343. - Required dashboard.

All information required in either a quarterly or annual report under section 70-415.342 shall be displayed on a public facing dashboard, established and maintained by the Fund Administrator and updated on a quarterly basis."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS SEP 19 2024

HELENA MORENO
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON SEP 20 2024

APPROVED: [redacted] SEP 25 2024

LATOYA CANTRELL
MAYOR

RETURNED BY THE MAYOR ON SEP 25 2024 **AT** 10:00 AM

Aisha R. Collier
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS: Giarrusso, Green, Harris, King, Morrell, Thomas - 6

NAYS: 0

ABSENT: Moreno - 1

RECUSED: 0

THE FOREGOING IS CERTIFIED TO BE A TRUE AND CORRECT COPY

Aisha Collier

ASSISTANT CLERK OF COUNCIL

REDLINED VERSION:

"CHAPTER 70 – FINANCE

⁂

ARTICLE III. – FUNDS

⁂

DIVISION 54. – NEW ORLEANS HOUSING TRUST FUND

Sec. 70-415.338. – Created

⁂

Sec. 70-415.339. – Funding and purpose.

To ensure the availability of affordable housing for low- to moderate-income residents within the City, all funds maintained in ~~T~~the **Housing Trust** ~~f~~Fund shall be used exclusively for the following purposes:

1. ~~Preservation and rehabilitation of affordable rental units; or~~ **(a) Creating and preserving affordable homeownership opportunities, including but not limited to owner-occupied rehabilitation; development subsidies; homebuyer assistance; soft second assistance; foreclosure prevention; home weatherization, such as fortified roofing; and shared equity strategies.**
2. ~~Subsidies to support new strategies and models for home ownership sustainability and closing the racial wealth gap, including but not limited to community land trusts, shared equity models, owner occupied rehabilitation, and foreclosure prevention; or~~ **(b) Expanding the supply of affordable rental housing units, including but not limited to affordable multifamily housing financing; strategic investment, acquisition, disposition, or lease of property; and technical support.**
3. ~~Gap financing to increase the production of affordable rental units.~~ **(c) Preserving affordable rental housing units to prevent the future displacement of residents, including but not limited to rental rehabilitation.**

Sec. 70-415.340. – Restrictions on fund.

(a) Funds deposited into the fund shall remain in the fund until spent for the purposes specified in section 70-415.**339**~~334~~**, except as provided in this section**. The funds may not be transferred into the general fund or any other funds.

(b) **Portions of the annual appropriation deposited into the fund may be reserved as follows:** ~~All uses of this fund for rental housing shall be for households earning less than~~

~~80 percent of the Area Median Income (AMI), with a priority for households earning less than 50 percent AMI.~~

(1) No more than five percent shall be reserved for "rainy day" funds, to be used exclusively in the event of a declared emergency.

(2) No more than ten percent may be reserved for personnel or professional services to support the administration of the fund.

(c) **The remaining eighty-five percent of the annual appropriation shall be reserved for "program" funds, referred to herein as Program Funds, to be used exclusively for the purposes defined in section 70-415.339, with a minimum of fifteen percent of the Program Funds reserved for each of the three purposes set forth in section 70-415.339, accounting for a total of forty-five percent of the Program Funds. The remaining fifty-five percent of the Program Funds shall be allocated among the three purposes set forth in section 70-415.339, as recommended by the advisory committee and approved by the council, pursuant to section 70-415.342.** ~~All funds must be used in accordance with the federal Fair Housing Act's obligation to affirmatively further fair housing.~~

(d) **Except for expenses from reserves permitted under paragraph (b)(2) above, all funds must be used in accordance with the federal Fair Housing Act's obligation to affirmatively further fair housing, provided at 42 U.S.C. section 3601, *et seq.*** ~~The office of community development should prioritize~~ ~~awarding these funds to those developments that ensure permanent affordability.~~

(e) **All expenditures from the fund and selections for its allocations shall prioritize those projects that provide climate resilient elements, creative and leveraged funding opportunities, and depth and longevity of affordability terms.** ~~This fund may be used for personnel or professional services to support the above uses. No more than 15 percent of the annual allocation to the fund shall be used for personnel or professional services.~~

Sec. 70-415.341. – ~~**Required reports and program implementation.**~~**Administration of fund.**

~~a)~~ The director of **the department of** finance shall **administer and maintain the fund in an interest-bearing account, with any interest accruing to the benefit of and to become part of the fund. However, nothing herein shall preclude the City from entering an agreement with another party or parties to administer some or all of the**

fund, in accordance with the provisions of this division, with any interest accruing to the benefit of and to become part of the fund. Such party, whether the director of the department of finance or one or more other parties, is defined herein as the "Fund Administrator". ~~keep detailed and accurate records in the administration of the fund, and shall establish a public-facing dashboard describing each housing program receiving support from the fund, the amount of funding received, the number of units awarded funding or created/preserved within each program, the development status for projects, and the AMI and term of affordability for those units.~~

~~b) The public-facing dashboard shall be updated on a quarterly basis.~~

~~c) The director of finance or their designee shall appear annually at a relevant city council committee hearing before the Mayor submits their annual budget to the city council, in order to provide a detailed accounting of all fund revenues and expenditures, as well as to accept public comment about the use of the funds.~~

~~d) The director of finance shall make annual reports to the chief administrative officer and city council, via the clerk of council, and submit these reports before the annual committee hearing, giving a complete and detailed written accounting of all fund revenues and expenditures.~~

Sec. 70-415.342. – ~~Administration of fund.~~Housing trust fund advisory committee.

(a) ***Creation and Purpose.*** **No money shall be appropriated from the Housing Trust Fund in any year unless and until the city council has appointed a housing trust fund advisory committee. The advisory committee shall be limited to advising the city council concerning appropriations from the fund.**

(b) ***Composition.*** **The advisory committee shall have a total of seven members, all of whom shall be electors of and domiciled in the City and shall possess experience in one or more of the following areas: architecture and preservation, community development, community and housing development finance, economic development, fair housing, populations with special needs, smart growth, sustainable development, and local and regional housing and neighborhood data. The council shall ensure that all areas of expertise and experience are represented in the membership of the advisory committee. The advisory committee shall consist of the following members:**

(1) One appointee of the mayor;

(2) One appointee of the city council quality of life committee chair;

(3) One appointee of the city council community development committee chair;

(4) One appointee of the city council president, with such appointee having lived experience being unhoused or living in a low-income or other affordable housing unit;

(5) One appointee of the Greater New Orleans Housing Alliance;

(6) One appointee of the Louisiana Fair Housing Action Center; and

(7) One appointee of Southeast Louisiana Legal Services.

(c) *Appointment Terms.* Appointment nominations shall be submitted by the appointing body to the city council for approval no later than the second council meeting in January. The terms of each member who has been appointed, and of the committee, shall commence January 1 of each year and end on December 31 of the same year. Each advisory committee member may be reappointed. Any vacancy on the advisory committee shall be filled in the manner of the initial term, and such appointments shall be for the remainder of the unexpired term. Members of the advisory committee shall adhere to the requirements of the city code and ethics and the state code of governmental ethics.

(d) *Committee Duties.*

(1) *Quarterly Reporting.* The housing trust fund advisory committee shall submit quarter-annual updates to the city council in the form of a report, to appear on the consent agenda of the following regular council meetings: the first meeting in January, the first meeting in April, the first meeting in July, and the first meeting in October. Such reports shall be prepared by the Fund Administrator and reviewed by the advisory committee prior to submission to the city council. Upon receipt the council may refer the report to the appropriate committee and request that the advisory committee chair, in coordination with the Fund Administrator, present the report and related updates. Each quarterly report shall include, at a minimum, the following:

(i) the balance of the fund;

(ii) all revenues;

(iii) all expenditures, including program spending per purpose by dollar and by percentage;

(iv) the number of households assisted;

(v) the number of affordable rental units created;

(vi) the number of affordable rental units preserved;

(vii) the number of affordable homeownership units (e.g., houses or condominiums) created;

(viii) the number of affordable homeownership units preserved;

(ix) the development status for multifamily housing projects receiving financing assistance; and

(x) any other relevant performance data as specified in any applicable cooperative endeavor agreement, notice of funding availability, or otherwise, as requested by the council.

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(ii) year-long data on the quarterly performance measures provided in (d)(1) for the preceding year;

(iii) a proposed budget for the upcoming fiscal year, specifying the Program Funds to be allocated per purpose, as defined in section 70-415.339; and

(iv) an implementation plan for all proposed expenditures, as well as any other information requested by the council.

A minimum of fifteen percent of the Program Funds shall be assigned to each purpose, and the advisory committee shall allocate the remaining fifty-five percent of the Program Funds to one or more of the purposes, in accordance with residents' housing needs, which shall also be documented in the annual

report. The proposed budget and implementation plan shall be subject to review and approval of the city council. In the event that the council wishes to alter or modify the proposed budget or any portion thereof, it may do so but only by a majority vote of all members of the council. After such vote, the proposed budget as so altered or modified shall be resubmitted to the advisory committee for its concurrence or rejection and subsequent alteration or modification. The advisory committee shall notify the city council in writing of its actions, including any budget as modified, in time for publication on the consent agenda of the following regular council meeting. At such meeting, the city council shall vote by motion to approve the original proposed budget or the budget as modified, and this vote will establish the final and conclusive budget for the upcoming fiscal year.

~~The fund shall be administered by the~~ **D**~~director of the~~ **D**~~department of~~ **F**~~finance and shall be kept in an interest-bearing account, with interest accruing to the benefit of and to become part of the fund.~~"

Sec. 70-415.343. – Required dashboard.

All information required in either a quarterly or annual report under section 70-415.342 shall be displayed on a public facing dashboard, established and maintained by the Fund Administrator and updated on a quarterly basis."

Calendar No. (Rev)
(Exp)

Name Jeffrey Schwartz Ext. 82954
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: The ordinance authorizes the Mayor to enter into a cooperative endever agreement with the New Orleans Redevelopment Authority and Finance New Orleans to administer the Housing Trust Fund for a period of 10 years. The agencies will be responsible for distributing program funds to grantees to create and preserve affordable housing, based on the recommendations of the Housing Trust Fund Advisory Committee and the City Council.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Community Development

Name of Contact Person: Jeff Schwartz

Telephone Number: (504) 249-9593

Email Address: jeschwartz@nola.gov

Initials of Sponsoring Councilmember(s): LDH

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The ordinance authorizes the Mayor to enter into a cooperative endever agreement with the New Orleans Redevelopment Authority and Finance New Orleans to administer the Housing Trust Fund for a period of 10 years. The agencies will be responsible for distributing program funds to grantees to create and preserve affordable housing, based on the recommendations of the Housing Trust Fund Advisory Committee and the City Council.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

City, New Orleans Redevelopment Authority, Finance New Orleans

The obligations, expectations, and deliverables of the parties involved:

The City will provide programmatic funding to NORA and FNA who will distribute funds, provide quarterly reporting to the City, and create progam policies and procedures.

Any fiscal implications for the City with the contract:

An amount equal to 2% of the City's general fund budget annually

The public purpose and need for the contract:

To administer the Housing Trust Fund

The duration of the contract:

10 years

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: 4/23/26

Reference: Council Rule 41 & City Code Section 2-813