ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: **April 9, 2026**

CALENDAR NO. 35,402

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORRELL (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into Amendment No. 1 to an existing Cooperative Endeavor Agreement between the City of New Orleans (the "City") and New Orleans & Company ("NO & Co.") for the continued distribution of the Short Term rental Tax between the City and New Orleans and Company. Amendment No. 1 to the Cooperative Endeavor Agreement will extend the CEA through December 31, 2028, and update terms and provisions set in the original CEA; 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, the City desires to allow for the continued distribution of funds generated by the Short Term Rental Tax between the City and New Orleans and Company into the future; and

WHEREAS, the City and New Orleans and Company desire to enter into this Amendment No. 1 to the existing Agreement to provide for the extension of the agreement and to update other terms and provisions as listed in the Amendment therewith; **NOW, THEREFORE**

SECTION1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor of the City of New Orleans is hereby authorized to enter into Amendment No. 1 to the Cooperative Endeavor Agreement between the City of New Orleans and New Orleans and Company for the continued distribution of the Short Term Rental Tax between the City and New Orleans and Company.

SECTION 2. That said Amendment No. 1 to the Cooperative Endeavor Agreement is attached hereto as "Exhibit A" and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE 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

AMENDMENT NO. 1

TO THE

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

NEW ORLEANS AND COMPANY

AND

THE CITY OF NEW ORLEANS

[COVER PAGE]

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: CAO's Office

Name of Contact Person: Austin P. Wilty, Deputy CAO , City Services

Telephone Number: 504-658-9862

Email Address: apwilty@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

This Ordinance is to authorize the Mayor of the City of New Orleans to enter into an Amendment No. 1 to the Cooperative Endeavor Agreement between the City of New Orleans (the "City") and New Orleans & Company (" NO & Co.") for the continued disposition of the Short Term Rental Tax (STR TAX) extending the agreement through December 31, 2028 and add and reaffirm certain terms and provisions. Specifics of those improvements are more fully set forth in the Amendment No. 1 to the Cooperative Endeavor Agreement form attached as " Exhibit A".

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:

The City and New Orleans & Company

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

Requirements as set forth by this Amendment and the original CEA regarding the Short Term Rental Tax (STR TAX) and its proceeds.

Any fiscal implications for the City with the contract:

The City and New Orleans & Co. will share STR Tax 75/25 respectively. City's portion provided to SWBNO for the minor drainage system. BRASS #2359.

The public purpose and need for the contract:

To support, enable and assist the New Orleans & Company to market the City and Region and to provide another fuding source to SWBNO for drainage.

The duration of the contract:

The amendment to the CEA will extend the agreement to December 31, 2028.

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: March 26, 2026

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

AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND NEW ORLEANS & COMPANY

THIS FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the "**City**"), and New Orleans & Company, a Louisiana nonprofit corporation (**"NO & Co."** or the **"Contractor"),** herein represented by Walter "Walt" J. Leger III, its President and CEO. The City and the Contractor may sometimes be collectively referred to as the "**Parties**." The Amendment is effective as of **January 2, 2024** ("**Effective Date**").

RECITALS

WHEREAS, on and effective March 11, 2021, the City and the Contractor entered into a Cooperative Endeavor Agreement (the "**Agreement**" or "**K21-194**") pursuant to the authority granted by La. R.S. 47:338.221 for the purpose of implementing the allocation of revenue derived from the occupancy tax on short-term rentals within the City of New Orleans (the "**STR Tax**"), as authorized by ordinance of the City Council;

WHEREAS, in accordance with La. R.S. 47:338.221, twenty-five percent (25%) of the proceeds of the STR Tax were allocated to NO & Co. to be used exclusively for the purpose of promoting tourism in the City of New Orleans;

WHEREAS, the remaining seventy-five percent (75%) of the proceeds were dedicated to the City's infrastructure maintenance fund ("**IMF**"), to be used for eligible infrastructure purposes as defined by law and City policy; and

WHEREAS, the Cooperative Endeavor Agreement entered into by the City and the Sewerage and Water Board of New Orleans ("**SWBNO**") provides that the City shall transfer and deliver to the SWBNO 100% of all funds deposited into the IMF, with 25 % of the IMF funding dedicated to the minor drainage system effective January 1, 2025; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term and to add and/or reaffirm certain terms and provisions.

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

1. ***Term.***

   a. Pursuant to Section 16 of the Agreement, the Parties mutually agree in writing to amend the Agreement as follows: Section 4, "Term," is removed in its entirety and replaced with the following:

   Section 4. Term. The term, or duration of this Agreement shall extend until the earliest of i) December 31, 2028; ii) the termination of the Short-Term Rental Proposition, passed by Orleans Parish voters on November 16, 2019; iii) or until the City of New Orleans stops collection of the "STR Tax" by under La R.S. 47:338.221.

b. Additionally, the Agreement is amended to include Section 4.1, "Extension," as follows:

Subsection 4.1 Extension. The City may extend this this Agreement for an additional four (4) years, from January 1, 2029, through December 31, 2032, if the City Council approves the extension as a multi-term cooperative endeavor agreement ("CEA") under Section 9-314(c) of the City's Home Rule Charter.

2. ***Notice*.** The designated recipients for written notices, demands, communications, or requests under Section 5, "Notice," are amended, as follows:

Section 5. Notice. Sunni LeBeouf is removed and replaced with City Attorney; and ii) J. Stephen Perry is removed and replaced with Walter (Walt) J. Leger, III, whose contact email address is walt@neworleans.com.

3. ***Reports*.** Section 3, "Reports," is amended to require New Orleans & Company to provide an annual report to the Mayor of New Orleans and the City Council detailing the utilization of STR Tax revenues and the tourism promotion efforts funded by these revenues. In addition to the annual report, NO&CO must furnish any data, documents, or other records necessary for the City's work related to Short-Term Rentals (STRs). This includes, but is not limited to, hotel and STR occupancy rates by month—covering historical data from the past several years as well as future projections—to facilitate a more comprehensive analysis of Fair Share revenues.

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

a. ***Convicted Felon Statement*.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

b. ***Non-Solicitation Statement*.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

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

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

e. ***Electronic Signature and Delivery*.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

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

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEW ORLEANS & COMPANY

BY: _____
WALTER "WALT" LEGER III, PRESIDENT & CEO

_____
FEDERAL TAX I.D.

[END OF AMENDMENT]

K21-194

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

NEW ORLEANS & COMPANY

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is entered into by and between the City of New Orleans (the **"City"),** herein represented by the Honorable LaToya Cantrell, its Mayor, and New Orleans & Company, a Louisiana nonprofit corporation (**"NO & Co."** or the **"Contractor"),** herein represented by J. Stephen Perry, its President and CEO. 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 of Louisiana;

WHEREAS, NO & Co. is a non-profit corporation, which principal address is located at 2020 St. Charles Ave., New Orleans, LA 70130, whose mission is to ensure that the tourism industry benefits all residents of the City;

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; and

WHEREAS, the City is authorized, pursuant to La. R.S. 47:338.221, to impose a tax by ordinance on the occupancy of short-term rentals located in the City (the **"STR Tax"**). In accordance with the statute, an amount equal to twenty-five percent of the proceeds shall be allocated, pursuant to a cooperative endeavor agreement, to NO & Co. to be used to promote tourism in the city, and an amount equal to seventy-five percent of the proceeds shall be dedicated to the infrastructure fund of the City.

NOW THEREFORE, the City and NO & Co., (each a **"Party"** and sometimes collectively referred to as the **"Parties")** agree as follows:

Section 1. New Orleans & Company will utilize an amount equal to twenty-five percent of the proceeds of the "STR Tax" to promote tourism in the City of New Orleans in accordance with La. R.S. 47:338.221 when those proceeds are disbursed to NO & Co. from the City of New Orleans.

Section 2. The City will, in accordance with La. R.S. 47:338.221, disburse proceeds from the City to NO & Co.

Section 3. Reports. New Orleans & Company will provide an annual report to the Mayor of New Orleans and to the City Council of the City of New Orleans briefing them on the utilization of the STR Tax revenues and describing the promotion of tourism accomplished through use of the STR tax funds.

Section 4. Term. The term of this agreement shall extend through (i) January 1, 2024, (ii) the termination of the Short-Term Rental Proposition passed on November 16, 2019 by the voters of Orleans Parish, or (iii) for as long as the "STR Tax" shall be collected by the City of New Orleans in accordance with provisions of La R.S. 47:338.221, whichever occurs first.

Section 5. Notice. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the City:

Sunni LeBeouf
City Attorney
City of New Orleans
1300 Perdido Street
New Orleans, Louisiana 70112

If to NO & Co.:

J. Stephen Perry
New Orleans & Company 2020 St. Charles Avenue
New Orleans, Louisiana 70130 sperry@neworleans.com

&

Tammie Boteler
New Orleans & Company Vice-President of Finance 2020 St. Charles Avenue
New Orleans, Louisiana 70130 tboteler@neworleans.com

Section 6. Prohibition Against Financial Interest in Agreement. No elected official, appointed official or employee of the City or NO & Co. shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of NO & Co., will render this Agreement voidable by the City. Any willful violation of this provision, with the expressed or implied knowledge of the City, will render this Agreement voidable by NO & Co.

Section 7. Non-Solicitation Statement. NO & Co. swears that they 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. NO & Co. has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

Section 8. Convicted Felon Statement. NO & Co. swears that they comply with City Code § 2-8(c). No principal, member, or officer of NO & Co. has 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 in the past five years.

Section 9. Audit and Other Oversight. NO & Co. 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 NO & Co., its employees, agents, assigns, successors and subcontractors, during normal business hours at NO & Co. office or place of business in Louisiana. If no such location is available, NO & Co. will make the documents available at a time and location that is convenient for the City. NO & Co. will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires contractors 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, NO & Co. agree that they are subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena. The Legislative Auditor of the state of Louisiana shall have the option of auditing all records and accounts which relate to this Agreement. The Parties shall retain all documents and records pertaining to this Agreement for three (3) years.

Section 10. Jurisdiction. The Parties consent and yield to the jurisdiction of the Civil District Court of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of NO & Co.

Section 11. Governing Law. Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana.

Section 12. Survival of Provisions. All representations and warranties and all responsibilities regarding record retention, access, and ownership, and cooperation with investigations of the Office of Inspector General or the Legislative Auditor of the State of Louisiana, shall survive the termination of this Agreement and continue in full force and effect.

Section 13. 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 shall not affect or be deemed a waiver of any Party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

Section 14. No Assignment Without Consent. This Agreement is personal to each of the Parties and no Party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other Parties in their absolute discretion.

Section 15. No Third-Party Beneficiaries. This Agreement is entered into for a public purpose for the benefit of the public within the Area, and the Parties expressly disclaim any intent to benefit any particular person that is not a Party to this Agreement.

Section 16. Amendments. This Agreement may be amended only by written instrument signed on behalf of each of the Parties.

Section 17. Rules of Construction. 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 all Parties. 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. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either Party on the basis of which Party drafted the language.

Section 18. Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such legal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 19. Complete Agreement. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the Parties hereto with regard to the terms, obligations and conditions herein.

Section 20. 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.

Section 21. Non-Discrimination.

A. ***Equal Employment Opportunity.*** In all hiring or employment made possible by, or resulting from this Agreement, NO & Co. (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that NO & Co.'s employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. ***Non-Discrimination.*** In the performance of this Agreement, NO & Co. 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 NO & Co. in any of NO & Co.'s operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. ***Incorporation into Subcontracts.*** NO & Co. 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 NO & Co. fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

Section 22. Independent Contractor.

A. ***Independent Contractor Status.*** NO & Co. is an independent contractor 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 NO & Co., as an independent contractor as defined in La. R.S. 23:1021(7), 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 NO & Co. will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. ***Exclusion of Unemployment Compensation Coverage.*** NO & Co., as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither NO & Co. nor anyone employed by it 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) NO & Co. has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by NO & Co. are outside the normal course and scope of the City's usual business; and (c) NO & Co. has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. ***Waiver of Benefits.*** NO & Co., as an independent contractor, 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.

Section 23. Performance Measures.

A. ***Factors.*** The City will measure the performance of NO & Co. 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 NO & Co. fails to perform according to the Agreement, the City will notify NO & Co. If there is a continued lack of performance after notification, the City may

declare NO & Co. in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

Section 24. 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.

Section 25. 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.

Section 26. Limitations of the City's Obligations. The City has no obligations to NO & Co. not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

Section 27. 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.

Section 28. 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.

Section 29. 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.

Section 30. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

Section 31. 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]

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties, through their duly authorized undersigned representatives, have signed this Agreement for the consideration and under the conditions set forth above, to be effective as of the date specified.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this 11th **of** March, 2021

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: Tracy Tyler

NEW ORLEANS & COMPANY

BY: _____
J. STEPHEN PERRY, PRESIDENT

Executed on this 4 **of** FEBRUARY, 2021

_____
TAX I.D.

CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION

According to Section 2-8 of the Code of the City of New Orleans, the City cannot enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instructions on the back of this form

BUSINESS NAME:
New Orleans & Company

OWNER'S NAME:
New Orleans & Company (formerly Welcome Center Building, LLC)

REAL ESTATE TAX NUMBER:
412103418

TYPE OF BUSINESS:
Non Profit

BUSINESS ADDRESS:
2020 St. Charles Avenue
New Orleans, LA 70130

PERSONAL PROPERTY TAX NUMBER:

MAILING ADDRESS:
2020 St. Charles Avenue
New Orleans, LA 70130

CONTACT TELEPHONE:
504-566-5049

SALES TAX/OCCUPATIONAL LICENSE NUMBER:

FAX NUMBER:
504-556-5898

E-MAIL ADDRESS:
Sperry@neworleans.com

PRINT NAME: J Stephen Perry — TITLE: President/CEO

AUTHORIZED SIGNATURE: J. Stephen Perry — DATE SIGNED: 2.4.2021

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20_____. The above clearance may be revoked for failure to pay sales tax.

COLLECTOR OF REVENUE – PRINT NAME _____ DATE _____

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20_____.

TREASURY CHIEF – PRINT NAME _____ DATE _____

I attest that the taxpayer named above **is not** delinquent in any taxes owed to the city.

DIRECTOR OF FINANCE – PRINT NAME _____ DATE _____

AFFIDAVIT OF COMPLIANCE WITH HIRING REQUIREMENTS

STATE OF LOUISIANA

PARISH OF Orleans

Before me, the undersigned authority, came and appeared J Stephen Perry, who, after being duly sworn, deposed and said that:

1. He/She is the President/CEO (*title*) and authorized representative of New Orleans & Company (*entity*), the "Contractor."

2. The Contractor hereby confirms that New Orleans & Company (*entity*) is

☑ compliant with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or federal laws or regulations.

☐ unable to comply with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

_____

_____

_____.

J. Stephen Perry
Contractor Representative (Signature)

J Stephen Perry – 2020 St. Charles Avenue New Orleans, La 70130
(Print or type name) (Address)

Sworn to and subscribed before me, WALTER LEGER III, Notary Public, this 1 day of Feb, 2021.

Walter J. Leger III
Notary Public (signature)

WALTER J. LEGER III
Notary Public (print)
Notary ID#/Bar Roll # 28656

State of Louisiana Secretary of State

COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
NEW ORLEANS & COMPANY	Non-Profit Corporation	NEW ORLEANS	Active

Previous Names

NEW ORLEANS CONVENTION AND VISITORS BUREAU (Changed: 6/29/2018)
NEW ORLEANS METROPOLITAN CONVENTION AND VISITORS BUREAU, INC. (Changed: 1/25/2011)
GREATER NEW ORLEANS TOURIST AND CONVENTION COMMISSION, INC. (Changed: 12/28/1994)
GREATER NEW ORLEANS TOURIST COMMISSION (Changed: 9/11/1963)

Business: NEW ORLEANS & COMPANY
Charter Number: 03002150N
Registration Date: 4/29/1960

Domicile Address

2020 ST. CHARLES AVE.
NEW ORLEANS, LA 70130

Mailing Address

C/O TAMMIE BOTELER
2020 ST. CHARLES AVE.
NEW ORLEANS, LA 70130

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 4/29/1960
Last Report Filed: 4/28/2020
Type: Non-Profit Corporation

Registered Agent(s)

Agent: J. STEPHEN PERRY
Address 1: 2020 ST. CHARLES AVE.
City, State, Zip: NEW ORLEANS, LA 70130
Appointment Date: 4/14/2003

Agent: TAMMIE BOTELER
Address 1: 2020 ST. CHARLES AVE.
City, State, Zip: NEW ORLEANS, LA 70130

Appointment Date:	4/16/2010

Officer(s)

Additional Officers: No

Officer:	J. STEPHEN PERRY
Title:	President
Address 1:	2020 ST. CHARLES AVE.
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	STEVE PETTUS
Title:	Treasurer
Address 1:	605 CANAL STREET
Address 2:	4TH FLOOR
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	DARRYL BERGER
Title:	Secretary
Address 1:	100 CONTI STREET
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	MELVIN RODRIGUE
Title:	Director
Address 1:	209 BOURBON STREET
City, State, Zip:	NEW ORLEANS, LA 70112

Officer:	GREGORY RUSOVICH
Title:	Officer
Address 1:	1615 POYDRAS STREET
City, State, Zip:	NEW ORLEANS, LA 70112

Officer:	J. DOUGLAS THORNTON
Title:	Director
Address 1:	1500 SUGAR BOWL DRIVE
City, State, Zip:	NEW ORLEANS, LA 70112

Officer:	STEVE CAPUTO
Title:	Director
Address 1:	214 ROYAL STREET
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	JIM COOK
Title:	Officer
Address 1:	500 CANAL STREET
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	STAN HARRIS
Title:	Director
Address 1:	2700 NORTH ARNOULT
City, State, Zip:	METAIRIE, LA 70002

Officer:	MICKAL ADLER
Title:	Director
Address 1:	722 CANAL STREET
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	RON FORMAN
Title:	Director
Address 1:	6500 MAGAZINE STREET
City, State, Zip:	NEW ORLEANS, LA 70118

Officer:	QUENTIN MESSER
Title:	Director
Address 1:	935 GRAVIER ST., #2020
City, State, Zip:	NEW ORLEANS, LA 70112

Officer:	AMY REIMER
Title:	Director
Address 1:	221 CAMP STREET
City, State, Zip:	NEW ORLEANS, LA 70131

Officer:	ZEID AMMARI
Title:	Director
Address 1:	311 DECATUR STREET
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	FRANK QUINN
Title:	Director
Address 1:	500 PORT OF NEW ORLEANS PL.
Address 2:	#101
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	CHARLEE WILLIAMSON
Title:	Director
Address 1:	550 BIENVILLE ST.
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	BRANDY CHRISTIAN
Title:	Director
Address 1:	1350 PORT OF NEW ORLEANS PL.
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	TERRY EPTON
Title:	Director
Address 1:	365 CANAL ST.
Address 2:	#1400
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	STEPHEN WATSON
Title:	Director
Address 1:	945 MAGAZINE ST.
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	KEVIN DOLLIOLE
Title:	Director
Address 1:	900 AIRLINE DR.
Address 2:	3RD FL. ADM. OFFICE
City, State, Zip:	KENNER, LA 70062

Officer:	DAVID BILBE

Title:	Director
Address 1:	621 ST. LOUIS STREET
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	DOTTIE BELLETTO
Title:	Director
Address 1:	1340 POYDRAS STREET
Address 2:	STE. 2130
City, State, Zip:	NEW ORLEANS, LA 70112

Officer:	JIMMIE WOODS
Title:	Director
Address 1:	9641 OLD GENTILLY ROAD
City, State, Zip:	NEW ORLEANS, LA 70127

Officer:	TOM LEONHARD
Title:	Director
Address 1:	812 GRAVIER STREET
Address 2:	SUITE 200
City, State, Zip:	NEW ORLEANS, LA 70112

Officer:	DAVID PISCOLA
Title:	Director
Address 1:	2 POYDRAS STREET
City, State, Zip:	NEW ORLEANS, LA 70130

Mergers (1)

Filed Date	Effective Date:	Type	Charter#	Chater Name	Role
6/29/2018	**6/29/2018**	**MERGE**	**03002150N**	**NEW ORLEANS & COMPANY**	**SURVIVOR**
			36783279N	NEW ORLEANS & COMPANY	NON-SURVIVOR

Amendments on File (10)

Description	Date
Name Change	9/11/1963
Amendment	10/25/1985
Restated Articles	10/31/1988
Name Change	12/28/1994
Restated Articles	1/30/2004
Restated Articles	12/15/2006
Name Change	1/26/2011
Restated Articles	1/26/2011
Merger	6/29/2018
Name Change	6/29/2018

Print

RESOLUTIONS
OF BOARD OF DIRECTORS OF
NEW ORLEANS & COMPANY

IT IS RESOLVED that the President, J. Stephen Perry is hereby authorized to execute for and on behalf of the Corporation and without further authority of the Board, contracts, purchase orders and other documents on such terms and on conditions as he shall deem to be in the best interest of the Corporation, with a cost, value or obligation to the Corporation of up to and including the sum of $250,000 for projects or acquisitions approved in the annual budget.

IT IS RESOLVED that the President, J. Stephen Perry or Chairperson, David Bilbe, be and are hereby authorized to execute for and on behalf of the Corporation without further authority of the Board, contracts, purchase orders and other documents on such terms and conditions as they deem to be in the best interest of the Corporation with a cost, value or obligation to the Corporation of more than $250,000, for projects or acquisitions approved in the annual budget.

IT IS FURTHER RESOLVED that the President, J. Stephen Perry or Chairperson, David Bilbe be and are herby authorized to execute for and on behalf of the Corporation, only with prior authority of the Board, contracts, purchase orders and other documents on such terms and conditions as they deem to be in the best interest of the Corporation with a cost, value or obligation to the Corporation for projects or acquisitions not previously approved in the annual budget.

CERTIFICATE

I, the undersigned, hereby certify that I am the duly and validly elected, qualified and acting Secretary of New Orleans & Company (the "corporation") and that the foregoing is a true, correct and complete copy of resolutions duly adopted by the board of directors of the corporation at a meeting duly convened and held at the offices of the corporation at which a quorum was present and voting and that these resolutions have not been modified, amended or repealed in whole or part, and that there are no other resolutions adopted by the board of directors or any of its committees that are inconsistent with the purpose or intent of such resolutions.

IN WITNESS WHEREOF, I have executed this certificate as of this 26th day of January, 2021.

Darryl Berger, Secretary

Calendar No. (Rev) (Exp)

Name PATRICK JUDGE Ext. 504-658-8689 504-657-4858
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: Authorizes the Mayor of the City of New Orleans to enter into an amendment to a Cooperative Endeavor Agreement by and between the City of New Orleans (the "City") and New Orleans and Company ("NO & Co.") regarding the disposition of the Short Term Rental Tax (STR) for tourism and infrastructure improvements, to extend the term through 2028 with a potential extension afterwards through 2032, updates to the Notice and Reports provisions, and the reaffirmation of other terms and conditions.

1. Department Head — Deputy CAO
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. REF. POLICY MEMORANDUM NO. 3