

FIRST AMENDMENT

TO THE NOVEMBER 19, 2007
MEMORANDUM OF UNDERSTANDING

Between

The United States Department of Veterans Affairs
And

The City of New Orleans, Louisiana

Regarding a
Potential Acquisition and Transfer of Certain
New Orleans Land by the City of New Orleans to VA
For the Construction and Operation
Of A New VA Medical Center

And

A Potential VA Enhanced-Use Lease of the
Southeast Louisiana Veterans Healthcare System
VA Medical Center In New Orleans, Louisiana
To the City of New Orleans

This First Amendment ("Amendment") to the November 11, 2007 Memorandum of Understanding ("MOU") by and between the Secretary of Veterans Affairs, an officer of the United States on behalf of the Department of Veterans Affairs (hereafter "Department," or "VA"), and the City of New Orleans, Louisiana (the "City") is made and entered into as of this _____, ____, 2008, by and between the Department and the City, and such entities may collectively be referred to herein as the "Parties".

RECITALS

WHEREAS, the Department is presently evaluating potential site locations for the New VAMC, including a 34-Acre site offered by the City;

WHEREAS, on November 11, 2007, the Parties consummated the MOU, that more fully describes and memorializes the key terms and conditions whereby the City will: (1) acquire fee simple title to and physical control over a targeted "34-Acre Site" in downtown New Orleans, Louisiana; (2) complete certain tasks to render the 34-Acre Site construction ready for the Department; and (3) render the 34-Acre site legally and physically available to the Department for its construction and operation of a "New VAMC" if the Department selects the 34 Acre site for the New VAMC; and

WHEREAS, the Parties now wish to amend the MOU so the Parties can address the removal of existing improvements and pavements from the 34-Acre Site in accordance with the National Historic Preservation Act (NHPA) Section 106 process and construction of any necessary facilities and infrastructure offsite from and on-site within the boundaries of the 34-Acre Site if the Department selects the 34 Acre site for the New VAMC; and

WHEREAS, given the amendment discussed in Recital C above, the Parties also now wish to amend the MOU to reflect the amendment to Stipulation #4b and #4d as set forth below.

NOW THEREFORE, consistent with the foregoing Recitals, the Parties hereby agree as follows:

1. Stipulation #4b is hereby amended in its entirety to read as follows:

"b. Removal of existing improvements and pavement from the 34-Acre Site, including any subsurface structures or tanks: The City shall deliver the 34-Acre Site to VA in a construction-ready state, recognizing that the 34-Acre Site has been an urban area for at least one hundred years and that some residue of that occupation may remain that is not of a material nature. All activities undertaken by the City pursuant to this paragraph must be completed in accordance with the NHPA Section 106 consultation process and the executed "Programmatic Agreement among The U.S. Department of Veterans Affairs, The Federal Emergency Management Agency, The City of New Orleans, The Louisiana State Historic Preservation Officer, and The Advisory Council on Historic Preservation, regarding the Funding to Repair or Replace Healthcare Facilities Comprising the VA Medical Center and The Medical Center of Louisiana at New Orleans."

2. Stipulation #4d is hereby amended in its entirety to read as follows:

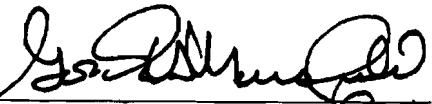
“d. Construction of any necessary facilities and infrastructure offsite from and on-site within the boundaries of the 34-Acre Site, which are necessary to deliver adequate and reliable underground electrical power and natural gas to the 34-Acre Site, provided that all legally required NEPA and NHPA analysis have been completed by the Parties for such activities. The City shall consult with and seek the Department’s viewpoint and advice before undertaking any activities pursuant to this Stipulation that may fall outside the scope of permitted activities.”

3. The Parties agree that, except as modified by this Amendment, all of the other terms and conditions of the MOU shall remain in full force and effect, and no agreement shall be effective to amend, change, modify, waive, release, discharge, or terminate this Amendment in whole or in part, unless such agreement is in writing, refers expressly to the Amendment, and is duly signed by an authorized representative of each of the Parties. In the event of an inconsistency between the MOU and this Amendment, this Amendment shall control. Furthermore, no rights hereunder may be waived except in writing by the waiving party to the other party of this Amendment.

4. This term of this Amendment shall hereafter coincide with the “Term” of the MOU and unless the Parties otherwise expressly agree, it shall as applicable, automatically and with no further action of the Parties expire, terminate, or be extended upon any future expiration, termination, or extension of the MOU.

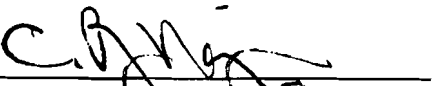
IN WITNESS WHEREOF, the Parties to this Amendment have hereunto subscribed their names as of the date first above written.

The United States Department of Veterans Affairs

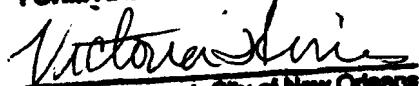
By: 
Name: Gordon H. Mansfield
Title: Deputy Secretary, VA

Date: 11/19/2008

The City of New Orleans, Louisiana

By: 
Name: C. Ray Nagin
Title: Mayor

Date: 11-17-08

FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans

ATTACHMENT A
(Cooperative Endeavor Agreement By and Between
City of New Orleans and the Division of Administration of
the State of Louisiana)