

K22-779

**FOURTH AMENDMENT TO GRANT AGREEMENT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
START CORPORATION**

LBS-01A/ Budget Code 2175 / DUNS# 859805285

THIS FOURTH AMENDMENT (the “**Amendment**”) is made and entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Start Corporation, represented by Casey Guidry, its Executive Director (the “**Contractor**”). The City and the Contractor are sometimes each referred to as the “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of March 1, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor entered into the Grant Agreement effective March 1, 2018, to accomplish an Emergency Solutions Grants (“**ESG**”) project entitled, “LBS-01A, Start Corporation” to address the housing and supportive service needs of homeless individuals and families in Orleans Parish (the “**Agreement**”);

WHEREAS, the City and Contractor entered into the First Amendment to the Agreement, effective March 1, 2019, to extend for time, increase compensation, update and add essential provisions, and revise Attachments;

WHEREAS, the City and Contractor entered into the Second Amendment to the Agreement, effective March 1, 2020, to extend for time, increase compensation, update and add essential provisions, and revise Attachments;

WHEREAS, the City and Contractor entered into the Third Amendment to the Agreement, effective March 1, 2021, to extend for time, increase compensation, update and add essential provisions, and revise Attachments; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term, to provide compensation for this extended term (if applicable) and reaffirm and/or modify certain terms and conditions with respect thereto.

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

1. **Extension**. In accordance with Article XVI (B) of the Agreement, the term is extended one year, from the Effective Date through February 28, 2023.
2. **Compensation**. The funding for the category Shelter Operations for the term of this Amendment is increased by \$1,500,000.00, up to and not to exceed \$7,500,000, after the funding of the original \$6,000,000 for the Agreement, First Amendment, Second Amendment, and Third Amendment (combined) is exhausted.

3. **Compliance Reporting Requirements and Non-Discrimination.** The Second Amendment inadvertently identified the Non-Discrimination Article as Article VII instead of Article IX. To that end, Article VII – *Compliance Reporting Requirements*, as set forth in the Agreement is reaffirmed, as follows, and Section “A” and Section “B” of Article IX – *Non-Discrimination*, is also reaffirmed, as follows:

ARTICLE VII – COMPLIANCE REPORTING REQUIREMENTS

The Contractor agrees to provide OCD information described and requested in the document entitled “Compliance Reports Submission,” which is labeled as Attachment IX and attached as part of the Agreement.

ARTICLE IX – NON-DISCRIMINATION

- A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be 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, gender identity, creed, culture, or ancestry.
- B. **Non-Discrimination.** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor’s operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

4. **Updated Provision/Section.**

Living Wages. The language of Article XVII, Section K: Living Wages is deleted in its entirety and replaced, as follows:

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:
1. \$11.19 per hour for any work performed on or before December 31, 2021;
 2. \$13.25 per hour for any work performed on or before December 31, 2022;
 3. \$15.00 per hour for any work performed on or before December 31, 2023; and
 4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 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.

5. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 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.
6. **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.
7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement as amended remain in full force and effect.

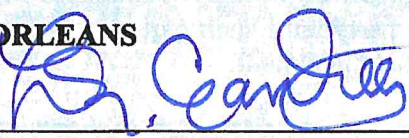
8. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original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

[SIGNATURES CONTAINED ON NEXT PAGE]

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IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment to be effective as of the Effective Date.

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

Executed on this 12th of August, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Miller

START CORPORATION

BY: 

CASEY GUIDRY, EXECUTIVE DIRECTOR

FEDERAL TAX I.D.

[END OF AMENDMENT]