

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT**BY AND BETWEEN****CITY OF NEW ORLEANS****AND****NO/AIDS TASK FORCE D.B.A. CRESCENTCARE****FOR****HOPWA SERVICES****Project Sponsor DUNS# 62-512-1660****Federal Award Identification Number: LAH20F001 / Federal Award Date: April 8, 2021**

THIS FIRST AMENDMENT (the “**Amendment**”) is made and entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and **NO/AIDS Task Force dba CrescentCare**, represented by Noel J. Twilbeck, Jr., its Executive Director (the “**Project Sponsor**”) to accomplish a Housing Opportunities for Persons with AIDS (“**HOPWA**”) project entitled, “**HOPWA28, NO/AIDS Task Force dba CrescentCare**”, Project Number **HOPWA-028F**, Budget Code **7296**. The City and the Project Sponsor are sometimes referred to as the “**Party**,” and collectively, as the “**Parties**.” The Amendment shall be effective September 1, 2021 (the “**Effective Date**”).

RECITALS

WHEREAS, on April 27, 2021, the City and the Subrecipient entered into a subrecipient agreement to address the housing and supportive service needs of persons with acquired immunodeficiency syndrome (**AIDS**) or related diseases and their families;

WHEREAS, the City and the Subrecipient, each having the authority to do so, now desire to extend the duration of and add additional compensation to this Amendment;

NOW, THEREFORE, the City and the Subrecipient, for the considerations and under the conditions set forth do hereby agree as follows:

1. Compensation. Article IV, Section A is amended to increase the maximum grant amount of \$2,236,287.00 by \$75,000.00 for a new maximum grant amount of \$2,401,287.00. Specifically, this increase is for Short-term Rent, Mortgage & Utility (STRMU) assistance to increase this line item from \$350,000.00 to \$425,000.00 (Att. III-F).
2. Amended attachments.
 - A. The “Contract Analysis Document and Project Description and Budget Forms for HOPWA,” designated as Attachment I, is deleted in its entirety and replaced with, “Contract Analysis Document and Project Description and Budget Forms for HOPWA,” Attachment I, amended September 1, 2021.

- B. The “Budget and Cost Control Statement” designated as Attachment III-F, is deleted in its entirety and replaced with, “Budget and Cost Control Statement” Attachment III-F, amended September 1, 2021”.
- C. The “Program Income Report” designated as Attachment X, is deleted in its entirety and replaced with, “Program Income Report,” amended September 1, 2021.
3. Living Wages. The text of Article XIX, Sections 3 and 4 are deleted in their entirety and replaced with:
3. 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;
 4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.
4. 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.
4. Convicted Felon Statement. The Subrecipient 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.
5. Non-Solicitation Statement. The Subrecipient 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 Subrecipient 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.
6. Prior Terms Binding. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
7. 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 14th of February, 2022

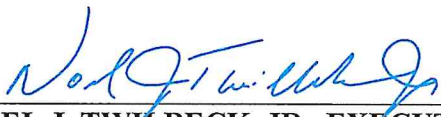
FORM AND LEGALITY APPROVED:

Law Department

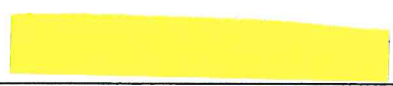
By: 

Printed Name: Tracy Tyle

NO/AIDS TASK FORCE D.B.A. CRESCENTCARE

BY: 

NOEL J. TWILBECK, JR., EXECUTIVE DIRECTOR


FEDERAL TAX I.D.