

K22-1073

AMENDMENT NO. 2 TO
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
TOTAL COMMUNITY ACTION, INC.

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Total Community Action, Inc., represented by Thelma French, President, and CEO (“**TCA**”). The City and TCA are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of June 28, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, on June 28, 2021, the Parties entered into a Cooperative Endeavor Agreement for community engagement activities related to the MacArthur Safety and Justice Challenge Grant in Orleans Parish (the “**Agreement**”);

WHEREAS, on January 13, 2022, the Parties entered into Amendment One to modify the Agreement’s terms and conditions and to provide for additional funding to increase the Agreement’s compensation (“**Amendment One**”); and

WHEREAS, the Parties, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for an additional six (6) months through December 27, 2022.

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

1. **Extension.** In accordance with Article IV, Section (B) of the Agreement, the term is extended for six (6) months from the Effective Date through December 27, 2022.
2. **Maximum Compensation.** The compensation under the Agreement has not increased.
3. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

ARTICLE I-TCA’S OBLIGATIONS

B. Invoices.

1. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices

may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

- a. Name of Contractor;
 - b. Date of Invoice;
 - c. Invoice Number;
 - d. Contract or BRASS Number issued by the City (i.e., K#);
 - e. Name of the City Department to be invoiced (i.e., City Civil Service);
 - f. Description of the Services completed;
 - g. FEMA or HUD project number, if applicable.
2. Invoices will be processed in accordance with the Agreement.
 3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.
 4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

C. Change Order Recordation. The Contractor will perform any applicable recordation requirements set forth in La. R.S. 38:2192 and La. R.S. 38:2222, including without limitation the payment of any associated costs. The Contractor will provide the City with a copy of each recordation within thirty (30) days after approval of the associated plan change or amendment.

ARTICLE II – THE CITY’S OBLIGATIONS

B. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing those goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted, and upon receipt by the City of properly submitted invoice via the City’s supplier portal.

ARTICLE XIV-ADDITIONAL PROVISIONS

AB. Subcontractor Reporting. The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement’s execution

and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within thirty (30) days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until the required lists and notices are submitted.

ARTICLE XVII - DECLARED DISASTER

- A. Declaration.** During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours per day/7 days per week) during the declaration of an emergency.
- B. Task Order - Notification and Personnel.** Prior to or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.
- C. Purchase Order.** Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional need for services or may issue a modified purchase order if changes are made to the initial purchase order.
- D. Timely Documentation.** The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

ARTICLE XVIII – ASSIGNMENT

- A.** Neither a Contractor nor subcontractor may assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the City, which consent must be approved by a resolution of the City Council.
- B.** A transfer requiring the prior written consent of the City, as described in the preceding subsection, shall occur upon a change in ownership of the Contractor or subcontractor. A "change in ownership" shall occur on the date that any one person, or more than one person acting as a group, acquires, directly or indirectly, an aggregate ownership interest in the Contractor or subcontractor that exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the Contractor or

subcontractor. The foregoing shall not apply to the acquisition of additional ownership interests by a person whose ownership interest in the Contractor or subcontractor exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the contractor or subcontractor as of the effective date of the Agreement.

4. **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 (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.

5. **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.

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. **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.

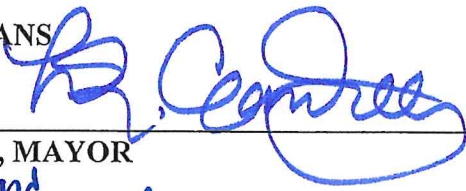
8. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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]

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

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 22nd of March, 20213

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: 
PRINTED NAME: Tracy Tyler

TOTAL COMMUNITY ACTION, INC.

BY: 
THELMA FRENCH, PRESIDENT, AND CEO


FEDERAL TAX I.D.