

K23-983

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

BY AND BETWEEN

CITY OF NEW ORLEANS

AND

START CORPORATION, INC.

FOR

CDBG CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT

FOR

LOW BARRIER SHELTER (SHELTER OPERATIONS)

CD-CV08(21) / UEI #XVN8RDTTL8Z4

THIS SECOND 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 “Subrecipient”) to accomplish the Community Development Block Grant Coronavirus Aid Relief, and Economic Security (CARES) Act (CV) project entitled, "CDBG-CV, City's Low Barrier Shelter Program," Project Number CD-CV07(21) The City and the Subrecipient are sometimes each referred to as a “Party,” and collectively, as the “Parties.” The Amendment shall be effective January 1, 2023 (the “Effective Date”).

RECITALS

WHEREAS, on June 17, 2022, the City and the Subrecipient entered into a Subrecipient Agreement to provide intake to low barrier shelter's 3rd floor to 250 homeless women and men 18 years and older in a clean, sanitized, socially distanced arrangements in compliance with preventing, preparing for and responding to the coronavirus (COVID-19) pandemic (the “Agreement”); and

WHEREAS, on May 11, 2023, the City and the Subrecipient entered into First Amendment to Subrecipient Agreement, to increase funding, extend the term, and modify certain provisions; and

WHEREAS, the City and the Subrecipient, each having the authority to do so, now desire to enter into this Second Amendment to Subrecipient Agreement, in order to reduce the compensation of this Amendment due to slow and low spending pattern and to reallocate funding to expend the grant funds timely.

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

ARTICLE I – AMENDED OBLIGATIONS

- A. The following sections of the Agreement are amended:
1. ARTICLE I(A)(2) is amended as follows: The Subrecipient agrees to provide the services and activities specified in the “**Contract Analysis Document and Project Description and Budget Forms for CDBG Public Service Projects**,” designated as *Attachment I, Amended: June 15, 2023* and which is attached hereto and made part of this Agreement.
 2. ARTICLE III (A) is amended as follows: **Grant Amount.** The city agrees to amend the attached “**Budget & Cost Control Statement**,” designated as *Attachment IV, Amended: June 15, 2023*, which are attached hereto and made part of this Agreement. The compensation under this Agreement shall be reduced from \$3,000,000.00 to \$2,152,281.19.
 3. ARTICLE IV (A) is amended as follows: **Term.** The term of this Agreement shall be from the Effective Date through December 31, 2023.
 4. ARTICLE VI (A) is amended as follows: **Monthly Reporting Requirement.** The Subrecipient agrees to provide OCD Neighborhood Services & Facilities, 1340 Poydras Street, 10th floor, New Orleans, LA 70112 by the 10th working day of each month one copy of the information described and requested in the “**Monthly Reporting Requirements**” form, designated as *Attachment VI, Amended: June 15, 2023*, which is attached hereto and made part of this Agreement.
 5. Article XI (B) is amended as follows: **Program Income Reporting.** All program income shall be reported to the City on a monthly basis. Funds considered program income shall be reported on the “**Program Income Form**,” as may be amended, designated as *Attachment XII, Amended: June 15, 2023*, which is attached hereto and made part of this Agreement. The completed form shall be provided to OCD Neighborhood Services & Facilities 1340 Poydras Street, 10th Floor, New Orleans, Louisiana on the tenth working day of each month. Should the Subrecipient not obtain any program income funds, the form must be signed and submitted on the tenth working day of the month indicating no funds were obtained. The report shall indicate the total amount of funds collected for the month and the City's portion to date.
 6. ARTICLE XXVI (A) is amended as follows. **Attachments.** The following documents superseded by updated versions, amended, June 15, 2023. The updated versions are incorporated into this Amendment:
 - a. Contract Analysis Document and Project Description and Reporting Document (CAD) for CDBG Public Service Projects, *Attachment I*, amended, June 15, 2023
 - b. Budget & Cost Control Statement, *Attachment IV*, amended, June 15, 2023

- c. Monthly Reporting Requirements, *Attachment VI*, amended, June 15, 2023
- d. Direct Benefit Profile, *Attachment VII*, amended, June 15, 2023
- e. Program Income Form, *Attachment XII*, amended, June 15, 2023

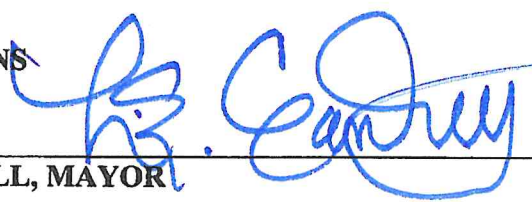
ARTICLE II -ADDITIONAL PROVISIONS

- A. **Living Wages.** The text of Article XIX, Sections 3 and 4, are deleted in their entirety and replaced with:
1. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:
 - \$15.00 per hour for any work performed on or before December 31, 2023; and
 - \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.
 2. **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.
- B. **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.
- C. **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.
- D. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- 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 NEXT PAGE]

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

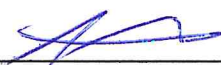
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 11th of October, 2023.

FORM AND LEGALITY APPROVED:

Law Department

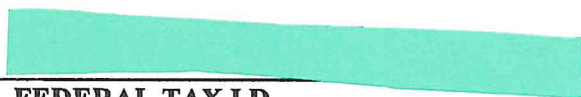
By: 

Printed Name: Andrew Gregorian

START CORPORATION, INC.

BY: 

CASEY GUIDRY, EXECUTIVE DIRECTOR


FEDERAL TAX I.D.

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ACKNOWLEDGEMENT: RECEIPT OF CONTRACT ATTACHMENTS

The Subrecipient, Start Corporation, represented by Casey Guidry, its Executive Director, acknowledges electronic receipt of the following documents, which are incorporated into this Agreement:

Initial each item:

CRG Contract Analysis Document and Project Description and Reporting Document (CAD) for CDBG Public Service Projects, *Attachment I*, amended, June 15, 2023

CRG Budget & Cost Control Statement, *Attachment IV*, amended, June 15, 2023

CRG Monthly Reporting Requirements, *Attachment VI*, amended, June 15, 2023

CRG Direct Benefit Profile, *Attachment VII*, amended, June 15, 2023

CRG Program Income Form, *Attachment XII*, amended, June 15, 2023

BY: 
CASEY GUIDRY, EXECUTIVE DIRECTOR

DATE: 10-4-23