

K22-212

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

BY AND BETWEEN

CITY OF NEW ORLEANS

AND

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

FOR

HOPWA LIVING SERVICES

Project Sponsor DUNS# 62-512-1660

Federal Award Identification Number: LAH21F001 / Federal Award Date: 11/13/2021

THIS SECOND AMENDMENT (the “**Amendment**”) is made and entered into by and between the City of New Orleans, herein 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 Agreement shall be effective as of January 1, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, on April 27, 2021, the City and the Subrecipient entered into a subrecipient agreement and a first amendment agreement on February 14, 2022 to address the housing and supportive service needs of persons with acquired immunodeficiency syndrome (**AIDS**) and 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:

ARTICLE I – THE SUBRECIPIENT OBLIGATIONS

A. The Subrecipient agrees to:

1. Provide the services and activities specified in the “**Contract Analysis Document and Project Description and Budget Forms for HOPWA**,” designated as *Attachment I, Amended: January 1, 2022*, which is attached hereto and made part of this Amendment.
2. **Amended Budget & Cost Control Statements**. Attachments III-A thru III-G: Budget and Cost Control Statements which is referenced in Article IV(A) of the Agreement, shall be deleted and replaced with the updated version, “*Attachments III-H thru III-N, Amended: January 1, 2022*,” which is attached herein and incorporated into the Amendment.

3. **Amended Monthly Reporting Requirement.** Attachment V, which is referenced in Article V(A) of the Agreement, shall be deleted and replaced with the updated version, "*Attachment V, Amended: January 1, 2022,*" which is attached herein and incorporated into the Amendment.
4. **Amended Program Income Report.** Attachment X: Program Income Report, which is referenced in Article VIII (B) of the Agreement, shall be deleted and replaced with the updated version, "*Attachment X, Amended: January 1, 2022,*" which is attached herein and incorporated into the Amendment.
5. **Amended Compliance Reports Submission.** Attachment XI: Compliance Reports Submission, which is referenced in Article X of the Agreement, shall be deleted and replaced with the updated version, "*Attachment XI, Amended: January 1, 2022,*" which is attached herein and incorporated into the Amendment.

B. **Key Personnel.** The Subrecipient identifies the following key personnel to provide the services:

1. **Project Administration and Operations:**

Noel J. Twilbeck, Jr., Executive Director

ARTICLE II - COMPENSATION

Grant Amount. The City agrees to amend the attached "***Budget & Cost Control Statements,***" designated as *Attachments III-H thru III-N, Amended: January 1, 2022,* which is attached hereto and made part of this Agreement. Specifically, the funding for Resource Identification is increased by \$69,100.00 (Att. III-H) from \$69,100.00 to \$138,200.00, Supportive Services is increased by \$260,000.00 (Att. III-I) from \$230,000.00 to \$490,000.00, Tenant-based Rental Assistance (TBRA) is increased by \$1,270,000.00 (Att. III-J) from \$1,220,000.00 to \$2,490,000.00, Housing Information Services is increased by \$85,000.00 (Att. III-K) from \$85,000.00 to \$170,000.00, Permanent Housing Placement (PHP) is increased by \$320,000.00 (Att. III-L) from \$220,000.00 to \$540,000.00, Short-term Rent, Mortgage & Utility (STRMU) Assistance is increased by \$350,000.00 (Att. III-M) from \$350,000.00 to \$700,000.00 and Administrative Expenses – Subrecipient is increased by \$176,322.00 (Att. III-N) from \$152,187.00 to \$328,509.00. The compensation under this agreement shall be increased by \$2,530,422.00 for a new total of \$4,856,709.00.

ARTICLE III - TERM

Term. The term of this Amendment shall be from the Effective Date through December 31, 2022.

ARTICLE IV - ADDITIONAL PROVISIONS

A. 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.

B. 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.

C. Prior Terms Binding. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

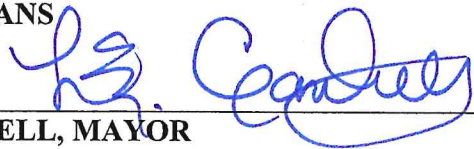
D. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed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

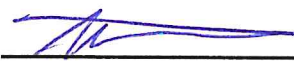
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 17 of March, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

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

BY: 

NOEL J. TWILBECK, JR., EXECUTIVE DIRECTOR


FEDERAL TAX I.D.