

**AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
TOTAL COMMUNITY ACTION
FOR
ELECTRIC AND GAS ARREARAGES ASSISTANCE PROGRAM**

THIS FIRST 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, represented by Thelma French, President and Chief Executive Officer (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective August 29, 2024 (the “**Effective Date**”).

RECITALS

WHEREAS, effective August 29, 2023, the City and the Contractor entered into a Subrecipient Agreement for the management of an electric and gas utility arrearages program (the “**Agreement**”);

WHEREAS, on November 21, 2024, the Council adopted Motion No. M-24-702 authorizing an extension of the Agreement through December 31, 2024;

WHEREAS, the City has paid the Contractor in full for all services contemplated in the Agreement and this Amendment;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to memorialize the additional funding and extended term of the Agreement;

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

1. **Extension.** In accordance with Article VI/Section B of the Agreement, the term is extended from the Effective Date through December 31, 2024.

2. **Compensation.** The compensation described in Article V/Section A of the Agreement is increased by \$683,356.85, from \$3,200,000 to a total amount not to exceed \$3,883,356.85.

3. **Updated Terms and Provisions.**

a. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be \$15.56 per hour for work done on or after August 1, 2024, plus any adjustment provided in subsection (i) below for any work performed during calendar year 2024 or thereafter.

i. **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, as amended, 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]

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

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

TOTAL COMMUNITY ACTION

BY: Thelma Q. French
THELMA FRENCH, PRESIDENT & CHIEF EXECUTIVE OFFICER
72-0599165
FEDERAL TAX I.D.