AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS

AND

NEW ORLEANS REGIONAL TRANSIT AUTHORITY ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Joseph W. Threat, Sr., Chief Administrative Officer (the "**City**"), and Lona Edwards Hankins, Chief Executive Officer (the "**RTA**" or the "**Contractor**"). The City and the RTA are sometimes each referred to as a "**Party**," and collectively, as the "**Parties**." The Amendment is effective as of the date of execution (the "**Effective Date**").

RECITALS

WHEREAS, on November 26, 2024, and effective August 31, 2024 the City and the RTA previously entered into a Subrecipient Agreement for the support of a pilot program, entitled, "Zero Transit Fare for opportunity Youth Program," that will collect data to support the design and implementation of a permanent program, where the RTA will provide free public transit passes to Orleans parish residents, ranging from the ages of sixteen to twenty-four (16-24) years old during the duration of the pilot program (the "**Agreement**"); and

WHEREAS, the City and the RTA each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement, amend the RTA's obligations, decrease the maximum amount payable, and to reaffirm essential provisions for the continuity of services.

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

- 1. <u>General Award Information.</u> The Indirect Cost Rate for the entirety of the Agreement shall be 10%.
- **Extension.** In accordance with Article VI Section B, the Agreement is extended for an additional period of four (4) months and one (1) day from August 31, 2026, through December 31, 2026.
- 3. <u>The RTA's Obligations.</u> Article II, Section (A)(2) shall be revised to read as follows: Supply transit passes through the RTA's Le Pass app or via paper passes for use on RTA's buses, streetcars, and ferries during the duration of the pilot program.
- **4. Payment.** The City and RTA agree to provide upfront payment invoices for invoices for the months of November 2026 and December 2026, based off of a projection of the previous three (3) months of program expenditures
- **5. 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 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.

- 6. <u>Maximum Amount Payable</u>. The Maximum Amount Payable set forth in Article IV, Section C of the Agreement is decreased by \$625,000.00, from \$2,425,000.00 to a new Maximum Amount Payable of \$1,800,000.
- 7. <u>Additional Exhibit</u>. A new exhibit shall be incorporated into the Agreement, applying to the full term of the Agreement, Exhibit A, "ARPA Zero Transit Fare for Opportunity Youth Budget".
- 8. <u>Non-Solicitation Statement</u>. 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 Agreement. 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.
- **9. Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- 10. <u>Electronic Signature and Delivery</u>. 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.

[EXHIBIT A ON THE FOLLOWING PAGE]

FEDERAL TAX I.D.

EXHIBIT A ARPA – ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH BUDGET

EXPENSE	DESCRIPTION	TOTAL
Transit Passes	The Regional Transit Authority (RTA) will provide Orleans Parish residents from the ages of sixteen to twenty-four (16-24) with free transit passes for buses, streetcars, and ferries.	\$1,520,000
Program Outreach	RTA will oversee marketing and advertising for the Zero Transit Fare for Opportunity Youth program to increase adoption and ridership.	\$100,000
Indirect Costs	RTA will cover indirect costs related to administration of the program at a 10% indirect cost rate.	\$180,000
Zero Transit Fare for Opportunity Youth Program Total		\$1,800,000

[END OF AMENDMENT]