

AMENDMENT TO AGREEMENT

BY AND BETWEEN

THE REGIONAL TRANSIT AUTHORITY

AND

EMPLOYEMENT DEVELOPMENT SERVICES

This AMENDMENT is entered into by and between the Regional Transit Authority, represented by its Chief Executive Officer, Lona Hankins ("RTA"), and Employment Development Services, represented Jan Fugler, Executive Director, (the "EDS")("Contractor"). RTA and the Contractor are sometimes each referred to as a "Party," and collectively as the "Parties." This Agreement is effective as of the date of execution by RTA (the "Effective Date").

WHEREAS:

On **11/26/2024**, RTA and Contractor entered into a **Cooperative Endeavor Agreement (CEA)** for **Janitorial services** (the "**Agreement**"); and

RTA and Contractor, each having the authority to do so, desire to enter this Amendment to CONTINUE THE SERVICES AFTER THE COMPLETION OF THE PILOT PROGRAM FOR AN ADDITIONAL THREE YEARS, INCLUDING INCREASING THE FUNDING AMOUNT FOR THE ADDITIONAL YEARS OF SERVICE.

NOW THEREFORE, the Parties amend the Agreement as follows:

- Extension.** The term of the Agreement, as provided in Article/Section IV of the Agreement is extended for an additional 3 years through **February 28, 2029**.

Compensation. The compensation described in Article III of the Agreement is increased by \$1,839,306, from \$555,315. to a total amount not to exceed \$2,394,620.42. Monthly payments will be completed as described on the chart as follows:

	<u>Year One Monthly Cost</u> 3/1/2023 - 2/28/2027	<u>Year Two Monthly Cost</u> 3/01/2027 - 2/28/2028	<u>Year Three Monthly Cost</u> 3/01/2028 - 2/28/2029	<u>Three-Year Total</u>
Canal	\$ 31,649.72	\$ 32,292.29	\$ 32,940.28	\$ 1,162,587.48
New Orleans East	\$ 13,902.21	\$ 14,184.46	\$ 14,469.09	\$ 510,669.12
Carrolton	\$ 3,746.70	\$ 3,822.77	\$ 3,899.47	\$ 137,627.28
Total Monthly cost	\$ 49,298.63	\$ 50,299.52	\$ 51,308.84	\$ 1,810,883.88
One-Time Additional Services				
Windows New Orleans East	\$ 1,200.00	\$ 1,260.84	\$ 1,323.88	\$ 3,784.72

Total Window/Lobby Cleaning (Canal)	\$ 6,400.00	\$ 6,719.16	\$ 7,055.12	\$ 20,174.28
Additional Hours/per 10 hours	\$ 221.48	\$ 225.91	\$ 230.43	\$ 677.82
Total annual cost	\$ 599,405.04	\$ 611,800.15	\$ 624,315.51	\$ 1,835,520.70

2. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

- a. **Non-Solicitation Statement.** 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. 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.
- b. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- c. **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.
- 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]

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

IN WITNESS WHEREOF, RTA and the Contractor, through their duly authorized representatives, execute this Amendment.

REGIONAL TRANSIT AUTHORITY

BY: _____
LONA HANKINS, CHIEF EXECUTIVE OFFICER

Executed on this _____ of _____, 202__

CONTRACTOR

BY: _____
TITLE & NAME

FEDERAL TAX I.D.