

K22-797

AMENDMENT NO. FOUR TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
AH DATALYTICS, L.L.C.

THIS AMENDMENT (“Amendment”) is entered into by and among the City of New Orleans, represented by Helena N. Moreno, Council President (the “City”), and AH Datalytics, L.L.C., represented by Jeff Asher, Manager (the “Contractor”). The City and the Contractor are sometimes individually and collectively referred to as a “Party” or the “Parties.” The Amendment is effective as July 19, 2022 (the “Effective Date”).

RECITALS

WHEREAS, on July 19, 2018, the City and Jeff Asher Consulting, LLC entered into a professional services agreement bearing contract number K18-784 for public safety analyst consulting services to the Council (the “Agreement”);

WHEREAS, the Agreement was extended for a term of one year pursuant to that certain Amendment Number One to Professional Services Agreement bearing contract number K19-859 and effective as of July 19, 2019 (the “First Amendment”);

WHEREAS, the First Amendment also provided for an assignment of the Agreement from Jeff Asher Consulting, LLC to Contractor and an assumption of the Agreement by Contractor;

WHEREAS, the Agreement was extended for a term of one year pursuant to that certain Amendment Number Two to Professional Services Agreement bearing contract number K20-1095 and effective as of July 19, 2020 (the “Second Amendment”);; and

WHEREAS, the Agreement was extended for a term of one year pursuant to that certain Amendment Number Three to Professional Services Agreement bearing contract number K22-035 and effective as of July 19, 2021 (the “Third Amendment”);; and

WHEREAS, on June 23, 2022, the Council adopted Motion M-22-271 approving the extension of the Agreement for a term of one year; and

WHEREAS, the City and Contractor, each having the authority to do so, desire to enter this Amendment as set forth below.

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

1. **Extension.** In accordance with Article IV Section B of the Agreement, the term is extended for an additional one year from the Effective Date through July 18, 2023.

2. **Compensation.** Article II Section B of the Agreement is hereby superseded in its entirety and replaced with the following:

B. Maximum Compensation. The compensation to be paid to the Contractor for any services performed during the initial term of this Agreement shall not exceed \$150,000.000. The compensation to be paid to the Contractor for any services performed during the renewal term beginning on July 19, 2019 and ending on July 18,

2020 shall not exceed \$150,000.000. The compensation to be paid to the Contractor for any services performed during the renewal term beginning on July 19, 2021 and ending on July 18, 2022 shall not exceed \$75,000.000. The compensation to be paid to the Contractor for any services performed during the renewal term beginning on July 19, 2022 and ending on July 18, 2023 shall not exceed \$175,000.000.

3. **Convicted Felon Statement.** Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer of Contractor 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.

4. **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.

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

6. **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.

7. **No Legal Representation.** Each party acknowledges that, in executing this Amendment, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this instrument. This Amendment shall not be construed against any party by reason of the drafting or preparation hereof.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS


BY: 

Helena N. Moreno, COUNCIL PRESIDENT

Executed on this _____ of _____, 2022


FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

AH DATALYTICS, L.L.C.

BY: 

Jeff Asher, Manager

83-4358287

FEDERAL TAX I.D.